



# भारत का राजपत्र

## The Gazette of India

प्राधिकार से प्रकाशित  
PUBLISHED BY AUTHORITY

साप्ताहिक  
WEEKLY

सं. 13] नई दिल्ली, मार्च 23—मार्च 29, 2014, शनिवार/चैत्र 2—चैत्र 8, 1936  
No. 13] NEW DELHI, MARCH 23—MARCH 29, 2014, SATURDAY/CHAITRA 2—CHAITRA 8, 1936

भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके  
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)  
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

गृह मंत्रालय

नई दिल्ली, 28 फरवरी, 2014

का.आ. 1065.—केन्द्रीय सरकार सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए नीचे दी गई सारणी के स्तंभ (2) में वर्णित अधिकारियों को, सरकार के राजपत्रित अधिकारी होने के नाते, उक्त अधिनियम के प्रयोजन के लिए संपदा अधिकारी नियुक्त करती है और आगे यह निदेश देती है कि उक्त अधिकारी ऐसे स्थानीय सीमाओं के भीतर या उक्त सारणी के स्तंभ (3) में यथा-विनिर्दिष्ट सरकारी स्थान की बाबत उक्त अधिनियम द्वारा या उसके अधीन संपदा अधिकारियों को प्रदत्त शक्तियों का प्रयोग करेंगे और उनको अधिरोपित कर्तव्यों का पालन करेंगे, अर्थात् :-

सारणी

क्रम सं.	अधिकारी	स्थानीय सीमाएं/सरकारी स्थान
(1)	(2)	(3)
1	उप महानिरीक्षक, विशेष सुरक्षा समूह, ग्रेटर नोएडा	100 एकड़ भूमि विभिन्न टाइप के 348 क्वार्टर तथा 240 जवान बैरक सहित 4 अन्य गैर आवासिक भवन उपलब्ध है।
2	उप महानिरीक्षक, सरकारी भवन सुरक्षा, महिपालपुर	22.51 एकड़ भूमि। बैरकों सहित आवासिक एवं गैर आवासिक भवनों का निर्माण प्रस्तावित है।
3	उप महानिरीक्षक, दिल्ली मेट्रो रेल निगम, दिल्ली	5.05 एकड़ भूमि। आवासिक भवन का निर्माण प्रस्तावित है।
4	ग्रुप कमांडेंट साकेत	आवासिक भवन का निर्माण प्रस्तावित है।
5	ग्रुप कमांडेंट पटना	0.35 एकड़ कार्यालय भवन उपलब्ध है।

(1)	(2)	(3)
6	वरिष्ठ कमांडेंट, दूसरी रिजर्व बटालियन, रांची	158 एकड़ भूमि। गैर रिहायशी एवं आवासिक भवन निर्माणाधीन हैं।
7	ग्रुप कमांडेंट कोलकाता	3 एकड़ भूमि कस्बा, कोलकाता में 4 एकड़ भूमि राजारहाट, कोलकाता में कस्बा में कार्यालय भवन उपलब्ध है। राजारहाट में आवासिक क्वार्टरों के निर्माण का प्रस्ताव दिया गया है।
8	ग्रुप कमांडेंट गुवाहाटी	3.52 एकड़ भूमि। कार्यालय भवन उपलब्ध हैं। आवासिक क्वार्टरों के निर्माण का प्रस्ताव दिया गया है।
9	ग्रुप कमांडेंट अहमदाबाद	4.75 एकड़ भूमि। आवासिक एवं गैर आवासिक क्वार्टरों के निर्माण का प्रस्ताव दिया गया है।
10	ग्रुप कमांडेंट इलाहाबाद	आवासिक एवं गैर आवासिक भवनों के निर्माण हेतु इलाहाबाद विकास प्राधिकरण से कालिंदीपुरम में 4 एकड़ भूमि अर्जित की गई है।
11	ज्येष्ठ कमांडेंट, चौथी रिजर्व बटालियन, शिवगंगई	100 एकड़ भूमि। 540 जवान बैरक सहित गैर आवासिक भवनों के निर्माण का कार्य प्रगति पर है विभिन्न टाइप के 520 आवासिक क्वार्टरों का निर्माण प्रस्तावित है।
12	ज्येष्ठ कमांडेंट, नौवीं रिजर्व बटालियन, गुवाहाटी	अवसंरचनात्मक व्यवस्था के लिए असम सरकार से 99.173 एकड़ भूमि अर्जित की गई है।
13	ज्येष्ठ कमांडेंट, दसवीं रिजर्व बटालियन, बैंगलुरु	आवासिक एवं गैर आवासिक आवासों के निर्माण हेतु कर्नाटक सरकार से 55.36 एकड़ भूमि अर्जित की गई है सीमा दीवाल का निर्माण प्रगतिधीन है।

[ फा. सं. डब्ल्यू-19022/आवास/2/निर्माण/पीएफ-II ]

आर. एस. खिची, अवर सचिव

**MINISTRY OF HOME AFFAIRS**

New Delhi, the 28th February, 2014

**S.O. 1065.**—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the Officers mentioned in column(2) of the Table below, being Gazetted Officers of the Government, to be Estate Officers for the purposes of the said Act, and further directs that the said Officers shall exercise the powers conferred, and perform the duties imposed, on such Estate Officers by or under the said Act, within such local limits, or in respect of public premises as specified in column (3) of the said Table namely :

**TABLE**

S.No.	Officers	Local limits / Public premises
(1)	(2)	(3)
1	Deputy Inspector General, Special Security Group Greater Noida	100 acres of land. 348 quarters of various types and other non-residential buildings including 4 numbers 240 men barracks are available.
2	Deputy Inspector General, Government Building Security Mahipalpur	22.51 acres of land. Residential and non-residential buildings including barracks are proposed for construction.

(1)	(2)	(3)
3	Deputy Inspector General, Delhi Metro Rail Corporation Delhi	5.05 acres of land. Residential building are proposed for construction.
4	Group Commandant, Saket	Residential quarters are proposed for construction.
5	Group Commandant, Patna	0.35 acres. Office building. is available.
6	Senior Commandant, 2nd Reserve Battalion, Ranchi	158 acres of land. Non-residential and residential buildings are under construction.
7	Group Commandant, Kolkata	3 acres at Kasba, Kolkata 4 acres at Rajarhat, Kolkata. Office buildings are available at Kasba. Construction of residential quarters at Rajarhat has been proposed.
8	Group Commandant, Guwahati	3.52 acres of land. Office buildings are available. Construction of residential quarters has been proposed.
9	Group Commandant, Ahmedabad	4.75 acres of land. Construction of residential and non-residential buildings is under progress.
10	Group Commandant, Allahabad	4 acres of land acquired at Kalindipuram from Allahabad Development Authority for construction of residential and non-residential buildings.
11	Senior Commandant, 4th Reserve Battalion, Shivgangai	100 acres of land. Construction of non-residential buildings including 540 men barracks are under progress. Construction of 520 residential quarters of various types has been proposed.
12	Senior Commandant, 9th Reserve	99.173 acres of land has been acquired from Government Battalion, Guwahati of Assam for infrastructural set-up.
13	Senior Commandant, 10th Reserve Battalion, Bangalore	55.36 acres of land has been acquired from Government of Karnataka for construction of residential and non-residential accommodation. Construction of boundary wall is under progress.

[F.No.W-19022/Accomm/2/Works/PF-II]

R. S. KHICHI, Under Secy.

## वित्त मंत्रालय

( वित्तीय सेवाएं विभाग )

नई दिल्ली, 18 फरवरी, 2014

**का.आ. 1066.**—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उप-खंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा 3(ज) और (3-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा श्री अमित गोयल (जन्म तिथि : 03-4-1961) को उनकी नियुक्ति की अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक जो भी पहले हो, आन्ध्रा बैंक के निदेशक मण्डल में अंश-कालिक गैर-सरकारी निदेशक नामित करती है।

[फा. सं. 6/54/2013-बीओ-I]

विजय मल्होत्रा, अवर सचिव

## MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 18th February, 2014

**S. O. 1066.**—In exercise of the powers conferred by sub-section 3 (h) and (3-A) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 of The Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government hereby nominates Shri Amit Goel (DoB: 03.04.1961) as Part-time Non-official Director on the Board of Directors of Andhra Bank for a period of three years, from the date of notification of his appointment or until further orders, whichever is earlier.

[F. No. 6/54/2013-BO-I]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 19 फरवरी, 2014

**का.आ. 1067.**—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उप-खंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा नीचे दी गई सारणी के कालम 2 में विनिर्दिष्ट व्यक्तियों को उक्त सारणी के कालम 3 में विनिर्दिष्ट व्यक्तियों के स्थान पर कॉलम (1) में विनिर्दिष्ट बैंकों में सरकार द्वारा नामित निदेशक के रूप में तत्काल प्रभाव से और अगले आदेश होने तक नामित करती है।

(1)	(2)	(3)
बैंक ऑफ बड़ौदा	डॉ. के. पी. कृष्णन, अपर सचिव, आर्थिक कार्य विभाग	श्री आलोक निगम
सेन्ट्रल बैंक ऑफ इंडिया	श्री सौरभ गर्ग, संयुक्त सचिव, पीएफ-II, व्यय विभाग	डॉ. के.पी. कृष्णन

[फा. सं. 6/3/2012-बीओ-I]

मोहम्मद मुस्तफा, निदेशक

New Delhi, the 19th February, 2014

**S.O. 1067.**—In exercise of the powers conferred by clause (b) of sub-section (3) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 of The Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government hereby nominates the persons specified in column (2) of the table below as Government Nominee Director of the Banks specified in column (1) thereof, in place of the persons specified in column (3) of the said Table, with immediate effect and until further orders:—

(1)	(2)	(3)
Bank of Broda	Dr. K. P. Krishnan, Additional Secretary, Department of Economic Affairs	Shri Alok Nigam
Central Bank of India	Shri Saurabh Garg, Joint Secretary, P F. II, Department of Expenditure	Dr. K. P. Krishnan

[F. No. 6/3/2012-BO-I]

MOHD. MUSTAFA, Director

नई दिल्ली, 11 मार्च, 2014

**का.आ. 1068.**—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उप-खंड (1) और खंड 8 के उप-खंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा 3 के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा पंजाब नेशनल बैंक के कार्यपालक निदेशक श्री राकेश सेठी (जन्म तिथि : 30-4-1957) को उनके पदभार ग्रहण करने की तारीख से 30-4-2017 तक अर्थात् उनके अधिवर्षिता की आयु प्राप्त करने की तारीख तक अथवा अगले आदेशों तक, जो भी पहले हो, इलाहाबाद बैंक के अध्यक्ष एवं प्रबंध निदेशक के रूप में नियुक्त करती है।

[फा. सं. 4/4/2012-बीओ-I]

मनीष कुमार, अवर सचिव

New Delhi, the 11th March, 2014

**S.O. 1068.**—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 and sub-clause (1) of clause 8 of The Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government hereby appoints Shri Rakesh Sethi (DoB: 30.04.1957), Executive Director, Punjab National Bank as Chairman and Managing Director, Allahabad Bank from the date of his taking over the charge of the post and up to 30.4.2017 i.e. the date of his superannuation or until further orders, whichever is earlier.

[F.No. 4/4/2012-BO-I]

MANISH KUMAR, Under Secy.

नई दिल्ली, 11 मार्च, 2014

**का.आ. 1069.**—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 9 के उप-खंड (1) और (2) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3) के खंड (च) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श के पश्चात् एतद्द्वारा, श्री दीपक डी. सामंत (जन्म तिथि : 03-10-1959), प्रबंधक, इंडियन बैंक को उनकी नियुक्ति की अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए अथवा इंडियन बैंक में उनके अधिकारी के पद पर बने रहने तक अथवा अगले आदेशों तक, इनमें से जो भी पहले हो, इंडियन बैंक के निदेशक मण्डल में अधिकारी कर्मचारी निदेशक के रूप में नियुक्त करती है।

[फा. सं. 6/15/2012-बीओ-I]

मनीष कुमार, अवर सचिव

New Delhi, the 11th March, 2014

**S.O. 1069.**—In exercise of the powers conferred by clause (f) of sub-section (3) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) & (2) of clause 9 of The Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government after consultation with the Reserve Bank of India hereby appoints Shri Deepak D. Samant (DoB: 03.10.1959) Manager, Indian Bank as Officer Employee Director on the Board of Directors of Indian Bank, for a period of three years from the date of notification of his appointment or until he ceases to be an officer of the Indian Bank or until further orders, whichever is earlier.

[F.No. 6/15/2012-BO-I]

MANISH KUMAR, Under Secy.

नई दिल्ली, 13 मार्च, 2014

**का.आ. 1070.**—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उप-खंड (1) और खंड 8 के उप-खंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा, सेन्ट्रल बैंक आफ इंडिया के महाप्रबंधक डॉ. आर. एस. संगपुरे (जन्म तिथि : 25-02-1958) को उनके द्वारा पदभार ग्रहण करने की तारीख से 28-4-2018 अर्थात् उनके द्वारा अधिवर्षिता की आयु प्राप्त कर लेने तक अथवा अगले आदेशों तक, जो भी पहले हो, पंजाब नेशनल बैंक के कार्यपालक निदेशक के रूप में नियुक्त करती है।

[फा. सं. 4/5/2012-बीओ-I]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 13th March, 2014

**S.O. 1070.**—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 and sub-clause (1) of clause 8 of The Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government hereby appoints Dr. R. S. Sangapure (DoB: 25.02.1958) General Manager, Central Bank of India as Executive Director, Punjab National Bank from the date of taking over the charge of the post and upto 28-02-2018 i.e. the date of his attaining the age of superannuation or until further orders, whichever is earlier.

[F.No. 4/5/2012-BO-I]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 13 मार्च, 2014

**का.आ. 1071.**—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उप-खंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3) के खंड (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा नीचे दी गई सारणी के कालम (3) में विनिर्दिष्ट व्यक्तियों को उक्त सारणी के कालम (2) में विनिर्दिष्ट व्यक्तियों के स्थान पर कालम (1) में विनिर्दिष्ट बैंकों में सरकार द्वारा नामित निदेशक के रूप में तत्काल प्रभाव से और अगले आदेश होने तक, नामित करती है :—

क्रम सं.	बैंक का नाम	विद्यमान निदेशकों के नाम	प्रस्तावित व्यक्ति का नाम
(1)	(2)	(3)	(4)
1.	बैंक ऑफ इंडिया	श्री पी. आर. रविमोहन, मुख्य महाप्रबंधक	श्री एस. एस. बारिक, क्षेत्रीय निदेशक, गुवाहाटी, भारतीय रिजर्व बैंक, स्टेशन रोड पानबाजार, गुवाहाटी-781001
2.	सेन्ट्रल बैंक ऑफ इंडिया	श्री सलीम गंगाधरन, पीसीजीएम एवं क्षेत्रीय निदेशक	श्री शेखर भटनागर, क्षेत्रीय निदेशक, कानपुर, भारतीय रिजर्व बैंक, पोस्ट बाक्स सं. 82 एवं 142, महात्मा गांधी मार्ग, कानपुर-208001
3.	इंडियन ओवरसीज बैंक	श्री एस. वी. राघवन, मुख्य महाप्रबंधक, नागपुर	श्री निर्मल चंद, क्षेत्रीय निदेशक, तिरुवनंतपुरम, भारतीय रिजर्व बैंक, बेकरी जंक्शन, तिरुवनंतपुरम-6950033
4.	आन्ध्रा बैंक	श्री के. आर. अनंदा, पीसीजीएम, मुम्बई	श्री ई. ई. कार्थिक, मुख्य महाप्रबंधक, कोलकाता, भारतीय रिजर्व बैंक, 15, नेताजी सुभाष रोड, कोलकाता-700001
5.	बैंक ऑफ महाराष्ट्र	सुश्री कमला राजन, मुख्य महाप्रबंधक, मुम्बई	डॉ. एस राजागोपाल, मुख्य महाप्रबंधक, मुम्बई, भारतीय रिजर्व बैंक, मुख्य भवन, एसबीएस मार्ग फोर्ट मुम्बई-400001
6.	युनाइटेड बैंक ऑफ इंडिया	श्रीमती सुरेश मराण्डी, मुख्य महाप्रबंधक, मुम्बई	श्रीमती पार्वती वी. सुंदरम मुख्य महाप्रबंधक, मुम्बई, भारतीय रिजर्व बैंक, सचिव विभाग, 16वां तल, केन्द्रीय कार्यालय भवन, एसबीएस रोड, मुम्बई-400001

[फा. सं. 6/3/2011-बीओ-I]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 13th March, 2014

**S.O. 1071.**—In exercise of the powers conferred by clause (c) of the sub-section (3) of Section 9 of the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 of The Nationalized Banks (Management & Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, hereby nominates the persons specified in column (3) of the table below as Directors of nationalized banks specified in column (1) thereof in place of the persons specified in column (2) of said Table, with immediate effect and until further orders :—

Sl. No.	Name of the Bank	Name of the Existing Director	Name of the Persons proposed
(1)	(2)	(3)	(4)
1.	Bank of India	Shri P. R. Ravimohan, CGM	Shri S.S. Barik, Regional Director, Guwahati, Reserve Bank of India, Station Road Panbazar, Guwahati-781001.

(1)	(2)	(3)	(4)
2.	Central Bank of India	Shri Salim Gangadharan, PCGM & Regional Director	Shri Shekhar Bhatnagar, Regional Director, Kanpur, Reserve Bank of India, P.B. No. 82 and 142 Mahatma Gandhi Marg, Kanpur-208001.
3.	Indian Overseas Bank	Shri S. V. Raghavan, CGM, Nagpur	Shri Nirmal Chand, Regional Director, Thiruvananthapuram, Reserve Bank of India, Bakery Junction, Thiruvananthapuram-6950033.
4.	Andhra Bank	Shri K. R. Ananda, PCGM, Mumbai	Shri E.E. Karthak, CGM, Kolkata, Reserve Bank of India, 15, Netaji Subhas Road, Kolkata-700001.
5.	Bank of Maharashtra	Ms. Kamala Rajan, CGM, Mumbai	Dr. S. Rajagopal, CGM, Mumbai, Reserve Bank of India, Main Building, SBS Marg, Fort, Mumbai- 400001.
6.	United Bank of India	Smt. Surekha Marandi, CGM, Mumbai	Smt. Parvathy V. Sundaram, CGM, Mumbai. Reserve Bank of India, Secretary's Department, 16th Floor, Central Office Building SBS Road, Mumbai-400001.

[F. No. 6/3/2011-BO-I]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 18 मार्च, 2014

**का.आ. 1072.**—भारतीय निर्यात-आयात बैंक अधिनियम, 1981 (1981 का 28) की धारा 6 की उप-धारा (1) के खंड (ड) के उप-खंड (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा, श्रीमती सुजाता मेहता, सचिव (ईआर), विदेश मंत्रालय को, अगले आदेश होने तक श्री पीनाक रंजन चक्रवर्ती के स्थान पर भारतीय निर्यात-आयात बैंक (एक्जिम बैंक) के निदेशक मण्डल में निदेशक के रूप में नामित करती है।

[ फा. सं. 24/27/2002-आईएफ-1 ]

अशोक अग्रवाल, अवर सचिव

New Delhi, the 18th March, 2014

**S.O. 1072.**—In pursuance of the powers conferred by Sub-Clause (i) of Clause (e) of sub-section (1) of Section 6 of the Export-Import Bank of India Act, 1981 (28 of 1981), the Central Government hereby nominates Smt. Sujata Mehta, Secretary (ER), Ministry of External Affairs, as Director on the Board of Directors of Export-Import Bank of India (Exim Bank) vice Shri Pinak Ranjan, Chakravarty until further orders.

[F. No. 24/27/2002-IF-I]

ASHOK AGGARWAL, Under Secy.

### विद्युत मंत्रालय

नई दिल्ली, 12 मार्च, 2014

**का.आ. 1073.**—सार्वजनिक स्थान (अनाधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा-3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्द्वारा निम्नलिखित तालिका के कालम (1) में उल्लिखित अधिकारियों को उक्त अधिनियम के प्रयोजन हेतु भारत सरकार के राजपत्रित अधिकारी के समतुल्य पद पर सम्पदा अधिकारी नियुक्त करती है जो उक्त तालिका के कालम (2) में संगत प्रविष्टि में उल्लिखित सार्वजनिक स्थलों की श्रेणियों के संबंध में अपने संबंधित अधिकार क्षेत्र की स्थानीय सीमाओं के भीतर उक्त अधिनियम के द्वारा अथवा उसके अंतर्गत सम्पदा अधिकारियों को प्रदत्त की गई शक्तियों का प्रयोग और कर्तव्यों का निर्वहन करेंगे, अर्थात् :—



## तालिका

अधिकारी का नाम व पदनाम	सार्वजनिक परिसर की श्रेणी एवं अधिकार क्षेत्र की स्थानीय सीमा
(1)	(2)
1. “श्री पुरनेश कुमार दिवांगन, उप महाप्रबंधक (मानव संसाधन) नेशनल थर्मल पावर कारपोरेशन लिमिटेड (एनटीपीसी लिमिटेड) तलाईपल्ली कोयला खनन परियोजना, जिला रायगढ़, छत्तीसगढ़	नेशनल थर्मल पावर कारपोरेशन लिमिटेड (एनटीपीसी लिमिटेड) से संबंधित अथवा इसके द्वारा पट्टे पर लिए गए और इसकी तलाईपल्ली कोयला खनन परियोजना लाइलूंगा रोड, घरघोड़ा, जिला रायगढ़-496111, छत्तीसगढ़ के प्रशासनिक नियंत्रण के अन्तर्गत आने वाले सभी स्थल।”
2. “श्री संजीत कुमार मिंज, उप महाप्रबंधक (मानव संसाधन) नेशनल थर्मल पावर कारपोरेशन लिमिटेड (एनटीपीसी लिमिटेड) डुलंगा कोयला खनन परियोजना, जिला सुन्दरगढ़, ओडिशा	नेशनल थर्मल पावर कारपोरेशन लिमिटेड (एनटीपीसी लिमिटेड) से संबंधित अथवा इसके द्वारा पट्टे पर लिए गए और उसकी डुलंगा कोयला खनन परियोजना, प्लॉट संख्या 681/26, मिशन रोड, जिला-सुन्दरगढ़-770001, ओडिशा के प्रशासनिक नियंत्रण के अंतर्गत आने वाले सभी स्थल।”

[फा. सं. 8/6/1992-थर्मल-I-पार्ट-19]

जी.साई प्रसाद, संयुक्त सचिव

टिप्पणी : मुख्य अधिसूचना दिनांक 3 फरवरी, 2011 के का.आ 481 के द्वारा प्रकाशित की गई।

## MINISTRY OF POWER

New Delhi, the 12th March, 2014

**S.O. 1073.**—In exercise of the powers conferred by Section 3 of the Public Premises, (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the officers mentioned in column (1) of the following table, being officers equivalent to the rank of Gazetted Officer of the Government of India, to be Estate Officers for the purposes of the said Act, who shall exercise the powers conferred and perform the duties imposed on the Estate Officers by or under the said Act, within the local limits of their respective jurisdiction in respect of the public premises specified in column (2) of the said Table, namely :—

TABLE

Name and designation of officer	Categories of public premises and local limits of jurisdiction
(1)	(2)
1. "Shri Purnesh Kumar Dewangan, Deputy General Manager (Human Resources) National Thermal Power Corporation Limited (NTPC Limited) at Talaipalli Coal Mining Project, District- Raigarh, Chhattisgarh	All premises belonging to or taken on lease by the National Thermal Power Corporation Limited (NTPC Limited) and under the administrative control of its Talaipalli Coal Mining Project, Lailunga Road, Gharghoda, District- Raigarh-496111, Chhattisgarh."
2. "Shri Sanjit Kumar Minz, Deputy General Manager (Human Resources) National Thermal Power Corporation Limited (NTPC Limited) at Dulanga Coal Mining Project, District - Sundergarh, Odisha.	All premises belonging to, or taken on lease by the National Thermal Power Corporation Limited (NTPC Limited) and under the administrative control of its Dulanga Coal Mining Project, Plot No.681/26, Mission Road, District - Sundergarh- 770001, Odisha."

[F.No. 8/6/1992-TH.-I-Pt. XIX]

G. SAI PRASAD, Jt. Secy.

**Note :** The principal notification was published vide number S. O. 481 dated the 3rd February, 2011.



नई दिल्ली, 12 मार्च, 2014

**का.आ. 1074.**—सार्वजनिक स्थल (अनाधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1970 का 40) की धारा-3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा निम्नलिखित तालिका के कालम (1) में उल्लिखित अधिकारियों को उक्त अधिनियम के प्रयोजन हुए भारत सरकार के राजपत्रित अधिकारी के समतुल्य पद पर सम्पदा अधिकारी नियुक्त करती है जो उक्त तालिका के कालम(2) में संगत प्रविष्टि में उल्लिखित सार्वजनिक स्थलों की श्रेणियों के संबंध में अपने संबंधित अधिकार क्षेत्र की स्थानीय सीमाओं के भीतर उक्त अधिनियम के द्वारा अथवा उसके अंतर्गत सम्पदा अधिकारियों को प्रदत्त की गई शक्तियों का प्रयोग और कर्तव्यों का निर्वहन करेंगे अर्थात् :—

**तालिका**

अधिकारी का नाम व पदनाम	सार्वजनिक परिसर की श्रेणी एवं अधिकार क्षेत्र की स्थानीय सीमा
(1)	(2)
1. “ श्री एडोल्फ केरकेट्टा, उप महाप्रबंधक (मानव संसाधन), नेशनल थर्मल पावर कारपोरेशन लिमिटेड (एनटीपीसी लिमिटेड), पकरी बरवाडीह कोयला खनन परियोजना, बरकागांव, हजारीबाग, झारखण्ड	नेशनल थर्मल पावर कारपोरेशन लिमिटेड (एनटीपीसी लिमिटेड) के स्वामित्व वाले अथवा उससे संबंधित अथवा उसके द्वारा पट्टे पर लिए गए और उसकी पकरी बरवाडीह कोयला खनन बरकागांव हजारीबाग, झारखण्ड के प्रशासनिक नियंत्रण के अन्तर्गत आने वाले सभी स्थल ।”

[फा. सं. 8/6/1992-थर्मल-I, पार्ट-17]

जी. साई प्रसाद, संयुक्त सचिव

**टिप्पणी :** मुख्य अधिसूचना दिनांक 7 अगस्त, 2009 के का.आ 2260 के द्वारा भारत के राजपत्र में प्रकाशित की गई ।

New Delhi, the 12th March, 2014

**S.O. 1074.**—In exercise of the powers conferred by section 3 of the Public Premises, (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the officers mentioned in column (1) of the following table, being officers equivalent to the rank of Gazetted Officer of the Government of India, to be Estate Officer for the purposes of the said Act, who shall exercise the powers conferred and perform the duties imposed on the Estate Officer by or under the said Act, within the local limits of the jurisdiction in respect of the Public premises specified in column (2) of the said Table, namely :—

**TABLE**

Name and designation of officer	Categories of public premises and local limits of jurisdiction
(1)	(2)
1. "Shri Adolf Kerketta, Deputy General Manager (Human Resources) officer of the National Thermal Power Corporation Limited (NTPC Limited) Pakri Barwadih Coal Mining Project, Barkagaon, Hazaribagh, Jharkhand.	All premises belonging to or taken on lease by the National Thermal Power Corporation Limited (NTPC Limited) and under the administrative control of its Pakri Barwadih Coal Mining Project, Barkagaon, Hazaribagh, Jharkhand” .

[F. No. 8/6/1992-TH.I-Pt. XVII]

G. SAI PRASAD, Jt. Secy.

**Note :** The principal notification was published in the Gazette of India *vide* number S. O. 2260 dated 7th August, 2009.

**पेट्रोलियम और प्राकृतिक गैस मंत्रालय**

नई दिल्ली, 19 मार्च, 2014

**का.आ. 1075.**—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खंड (क) के अनुसरण में उक्त अधिनियम के अधीन आंध्रा प्रदेश राज्य के भीतर गेल (इण्डिया) लिमिटेड की सभी पाइपलाइनों के लिये सक्षम अधिकारी के कार्यों का निर्वहन करने के लिये श्री ए. वीरा राघवैया, स्पेशल डि. कलक्टर, आंध्र प्रदेश सरकार को दिनांक 24-02-2014 से प्राधिकृत करती है, पहले प्राधिकृत सक्षम प्राधिकारी श्रीमती एन. सुगुना कुमारी को निरस्त किया जाता है।

[फा. सं. एल-14014/19/14-जी.पी.-II]

एस.पी. अग्रवाल, अवर सचिव

**MINISTRY OF PETROLEUM AND NATURAL GAS**

New Delhi, the 19th March, 2014

**S.O. 1075.**—In pursuance of clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), Central Government hereby authorizes Shri A. Veera Ragavaiah, Special Dy. Collector (LA), Government of Andhra Pradesh to perform the functions of Competent Authority for all pipelines of GAIL (India) Limited, under the said Act, within the territory of Andhra Pradesh w.e.f. 24-02-2014 Earlier notified Competent Authority Smt. N. Suguna Kumari stands de-notified.

[F.No. L-14014/19/14-GP-II]

S. P. AGARWAL, Under Secy.

**कोयला मंत्रालय**

नई दिल्ली, 24 मार्च, 2014

**का.आ. 1076.**—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उप धारा (1) के अधीन जारी, भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का.आ. 2096, तारीख 12 जून, 2012 को जिसे भारत सरकार के राजपत्र, भाग II, खंड 3, उपखंड (ii), तारीख 23 जून, 2012 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट ऐसी भूमि में उस पर के सभी अधिकारों के अर्जन के अपने आशय की सूचना दी थी।

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केंद्रीय सरकार को अपनी रिपोर्ट दे दी है।

और केंद्रीय सरकार को पूर्वोक्त रिपोर्ट पर विचार करने और झारखण्ड सरकार से परामर्श करने के पश्चात् यह समाधान हो गया है कि इससे संलग्न अनुसूची में वर्णित 605.11 हेक्टेयर या 1495.25 एकड़ माप वाली भूमि अर्जित की जानी चाहिए ;

अतः, अब, केंद्रीय सरकार उक्त अधिनियम की धारा 9 की उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि अनुसूची में यथा वर्णित 605.11 हेक्टेयर (लगभग) या 1495.25 एकड़ (लगभग) माप वाली भूमि में और उस पर के सभी अधिकार अर्जित किये जाते हैं।

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक संख्या एनटीपीसी/सीएम/सेक्शन IV/सी.बी.ए./09/पी.बी./053, तारीख 9 दिसम्बर, 2013 का निरीक्षण उपायुक्त, हजारीबाग (झारखण्ड राज्य) के कार्यालय में या कोयला नियंत्रक, 1, कार्डसिल हाऊस स्ट्रीट, कोलकाता-700001 के कार्यालय में या उप महाप्रबंधक (खनन), पकरी बरवाडीह कोल माइनिंग परियोजना, एनटीपीसी लिमिटेड, उज्ज्वल काम्पलेक्स, पगमिल रोड, हजारीबाग, झारखण्ड-825301 के कार्यालय में या अपर महा प्रबंधक (कोयला खनन), कोल माइनिंग और फ्युल ट्रांसपोर्टेशन डिवीजन, एनटीपीसी लिमिटेड, ई.ओ.सी., एनेक्स, कमरा संख्या 118, प्लॉट संख्या ए8-ए, सेक्टर-24, नोएडा, उत्तर प्रदेश-201301 के कार्यालय में किया जा सकता है।

**अनुसूची**

पकरी बरवाडीह कोल माइनिंग ब्लॉक फेज-V

झारखंड राज्य के जिला हजारीबाग में नार्थ करनपुरा कोलफील्ड्स

(रेखांक संख्या एनटीपीसी/सी.एम./सेक्शन IV/सी.बी.ए./09/पी.बी./053, तारीख 9 दिसम्बर, 2013)

## (क) राजस्व भूमि :

क्रम सं.	गांव का नाम	थाना नं.	थाना	जिला	क्षेत्रफल (लगभग) हेक्टेयर	एकड़	टिप्पणी
1	बेलतु	32	करेडारी	हजारीबाग	5.46	13.50	भाग
2	कंडाबेर	33	करेडारी	हजारीबाग	35.09	86.70	भाग
3	बरियातू	42	करेडारी	हजारीबाग	12.82	31.68	भाग
4	जबरा	43	करेडारी	हजारीबाग	12.36	30.54	भाग
5	बसरिया	44	करेडारी	हजारीबाग	13.71	33.88	भाग
6	नावाडीह	45	करेडारी	हजारीबाग	3.53	8.70	भाग
7	सिरमा	46	करेडारी	हजारीबाग	21.55	53.25	भाग
8	पकरी बरवाडीह	56	बड़कागाँव	हजारीबाग	194.09	479.60	भाग
कुल :					298.61	737.85	

## (ख) वन भूमि (अधिसूचित/अनधिसूचित/जंगल झाड़ी) :

क्रम सं.	गांव का नाम	थाना नं.	थाना	जिला	क्षेत्रफल (लगभग) हेक्टेयर	एकड़	टिप्पणी
1	बेलतु	32	करेडारी	हजारीबाग	6.07	15.00	भाग
2	कंडाबेर	33	करेडारी	हजारीबाग	17.26	42.66	भाग
3	बरियातू	42	करेडारी	हजारीबाग	202.28	499.83	भाग
4	जबरा	43	करेडारी	हजारीबाग	3.68	9.10	भाग
5	बसरिया	44	करेडारी	हजारीबाग	30.98	76.57	भाग
6	नावाडीहू	45	करेडारी	हजारीबाग	20.23	50.00	भाग
7	सिरमा	46	करेडारी	हजारीबाग	21.48	53.07	भाग
8	पकरी बरवाडीह	56	बड़कागाँव	हजारीबाग	4.52	11.17	भाग
कुल :					306.50	757.40	

## सारांश :

(क) कुल राजस्व भूमि : 298.61 हेक्टेर = 737.85 एकड़

(ख) कुल वन भूमि : 306.50 हेक्टेर = 757.40 एकड़

(ग) सकल योग (क + ख) : 605.11 हेक्टेर = 1495.25 एकड़

## अर्जित किए जाने वाले राजस्व प्लॉटों की सूची :

1. ग्राम बेलतु :—60 भाग, 63, 64 भाग, 65 से 67, 68 भाग, 69 भाग, 85, 86, 88 से 105, 106 भाग, 107 भाग, 108, 109, 110 भाग, 111, 114 भाग, 119 भाग, 120 भाग, 121 भाग, 122, 123, 124 भाग.
2. ग्राम कंडाबेर :—185 भाग, 188 से 196, 198 से 211, 213 से 239, 240 भाग, 241 से 254, 255पी, 448 भाग, 450 भाग, 451, 452 भाग, 453 भाग, 454 भाग, 455 भाग, 456 से 467, 468 भाग, 471 भाग, 472 भाग, 473 से 483, 484 भाग, 485 से 492, 494 से 512, 513 भाग, 514 515 भाग, 519 भाग, 520 भाग, 521 भाग, 522 से 526, 528 से 544, 546 से 624, 626 से 633, 635 से 639, 641 से 680.

3. ग्राम बरियातू :—5 से 20, 22 से 49, 51 से 62, 1658, 1685, 1687 से 1693.
4. ग्राम जबरा :—1, 3 से 97.
5. ग्राम बसरिया :—6 भाग, 13 भाग, 14 से 22, 23 भाग, 24 भाग, 25 भाग, 26 भाग, 28 से 31, 33.
6. ग्राम नावाडीह :—473 भाग, 481 भाग, 482, 483 भाग, 484 भाग, 485 भाग, 486 भाग, 487 488 भाग, 489, 490 भाग, 491 भाग, 492 भाग, 493 भाग, 494 भाग, 495 भाग, 496 भाग, 497, 498 भाग, 499 भाग, 500, 501 भाग, 502 से 504.
7. ग्राम सिरमा :—113 भाग, 137 भाग, 141 भाग, 142, 145 भाग, 146 भाग, 147, 148 भाग, 149 भाग, 150 भाग, 151 भाग, 152 भाग, 157 भाग, 158 से 194, 196 से 239, 241, 242, 243 भाग, 244, 246, 248 से 290, 292 से 295.
8. ग्राम पकरी बरवाडीह :—1041 से 1432, 1442 से 1446, 1448 से 1718, 1741 से 1743, 1918 से 1933, 1935 से 1950, 1952 से 2436, 2438 से 2463, 2499, 2516, 2518.

अर्जित किए जाने वाले वन भूमि प्लॉटों की सूची :

1. ग्राम बेलतु :—62 भाग, 84 भाग, 87, 143 भाग.
2. ग्राम कंडाबेर :—197 भाग, 212, 493, 527, 545, 625, 634, 640.
3. ग्राम बरियातू :—1 से 4, 21, 50, 63 भाग, 232 भाग, 1686.
4. ग्राम जबरा :—2.
5. ग्राम बसरिया :—12 भाग, 27 भाग, 32, 34.
6. ग्राम नावाडीह :—422 भाग, 505 भाग.
7. ग्राम सिरमा :—30 भाग, 144 भाग, 195, 240, 245, 247, 291, 296.
8. ग्राम पकरी बरवाडीह :—1447, 2464.

धारा 9(1) के फेज-V के अधीन अधिसूचित किये जाने वाले क्षेत्र का सीमा वर्णन :

“भाग-क” का सीमा वर्णन :

1. रेखा क-क1 :—रेखा बिन्दु “क” से आरंभ होती है जो ग्राम कन्डाबेर के प्लॉट संख्या 454 में उत्तरी-पश्चिमी किनारे पर स्थित है और जो ग्राम कन्डाबेर के पूर्वी किनारे की ओर प्लॉट संख्या 454, 455, 454, 453, 452, 448, 450, 467, 468, 471, 472, 255, 240, 188, 189, 185, 197, 199, 200 से गुजरती हुई ग्राम कन्डाबेर के बिन्दु “क 1” पर समाप्त होती है ।
2. रेखा क1-क2 :—रेखा बिन्दु “क1” से आरंभ होती है जो ग्राम कन्डाबेर के प्लॉट नं. 200 के उत्तरी किनारे पर स्थित है और जो उत्तरी-पूर्व की ओर ग्राम नावाडीह के प्लॉट संख्या 422 और 505 से गुजरती हुई ग्राम नावाडीह के बिन्दु “क2” पर समाप्त होती है ।
3. रेखा क2-क3 :—रेखा बिन्दु “क2” से आरंभ होती है जो ग्राम नावाडीह के उत्तरी किनारे पर स्थित है और जो ग्राम नावाडीह के उत्तर-पूर्व की ओर प्लॉट संख्या 505 से गुजरती हुई ग्राम नावाडीह के बिन्दु “क3” पर समाप्त होती है ।
4. रेखा क3-क4 :—रेखा बिन्दु “क3” से आरंभ होती है जो ग्राम नावाडीह के उत्तरी किनारे पर स्थित है और जो ग्राम नावाडीह के पूर्व की ओर प्लॉट संख्या 505, 473 481, 483, 484, 485, 486, 487, 488, 490, 491, 492, 493, 494, 495, 496, 498, 499, 501 से गुजरती हुई ग्राम नावाडीह के बिन्दु “क4” पर समाप्त होती है ।
5. रेखा क4-क5 :—रेखा बिन्दु “क4” से आरंभ होती है जो ग्राम नावाडीह उत्तर-पूर्व किनारे पर स्थित है और जो पूर्व की ओर ग्राम बसरिया के प्लॉट संख्या 13, 23, 12, 24, 25 से गुजरती हुई ग्राम बसरिया के बिन्दु “क5” पर समाप्त होती है ।

- [illegible]

23. रेखा क22 क23 :—रेखा बिन्दु “क 22” से आरंभ होती है जो ग्राम बारियातु के दक्षिण-पश्चिम किनारे पर स्थित है और जो उत्तर-पश्चिम की ओर प्लॉट संख्या 58, 57, 56, 50, 55, 54, 53, 52 और 51 से गुजरती हुई इसी गांव के बिन्दु “क23” पर समाप्त होती है ।
24. रेखा क23 क 24 :—रेखा बिन्दु “क 23” से आरंभ होती है जो ग्राम जबरा के पश्चिम किनारे पर स्थित है और जो उत्तर-पश्चिम की ओर बारियातु गांव के प्लॉट सं. 51 और 50 तथा जबरा गांव के प्लॉट सं. 49, 50, 51 से गुजरती हुई इसी गांव के बिन्दु “क24” पर समाप्त होती है ।
25. रेखा क24 क 25 :—रेखा बिन्दु “क 24” से आरंभ होती है जो ग्राम बारियातु के दक्षिण-पूर्व किनारे पर स्थित है और जो जबरा गांव के उत्तर की ओर प्लॉट सं. 51 से गुजरती हुई जबरा गांव के बिन्दु “क25” पर समाप्त होती है ।
26. रेखा क25 क 26 :—रेखा बिन्दु “क 25” से आरंभ होती है जो ग्राम जबरा के दक्षिण-पूर्व किनारे पर स्थित है और जो पश्चिम की ओर जबरा गांव के प्लॉट सं. 51 से गुजरती हुई जबरा गांव के बिन्दु “क26” पर समाप्त होती है ।
27. रेखा क26-क27 :—रेखा बिन्दु “क 26” से आरंभ होती है जो ग्राम जबरा के पश्चिम किनारे पर स्थित है और जो पश्चिम की ओर कंडाबेर गांव के प्लॉट सं. 680 और 484 तथा बेलतू गांव के प्लॉट सं. 60, और 62 से गुजरती हुई ग्राम बेलतू के बिन्दु “क27” पर समाप्त होती है ।
28. रेखा क27-क28 :—रेखा बिन्दु “क 27” से आरंभ होती है जो ग्राम बेलतू के उत्तर-पूर्व किनारे पर स्थित है और जो पश्चिम की ओर ग्राम बेलतू के प्लॉट सं. 62, 63, 64, 68, 69 और 60 से गुजरती हुई इसी गांव के बिन्दु “क28” पर समाप्त होती है ।
29. रेखा क28-क29 :—रेखा बिन्दु “क 28” से आरंभ होती है जो ग्राम बेलतू के पश्चिमी किनारे पर स्थित है और जो उत्तर-पश्चिम की ओर ग्राम कंडाबेर के प्लॉट सं. 484, 519, 520, 521, 513, 515 और 484 से गुजरती हुई ग्राम बेलतू के बिन्दु “क29” पर समाप्त होती है ।
30. रेखा क29-क30 :—रेखा बिन्दु “क 29” से आरंभ होती है जो ग्राम ग्राम कंडाबेर के पश्चिम किनारे पर स्थित है और जो उत्तर-पश्चिम की ओर ग्राम बेलतू के प्लॉट सं. 60, 124, 84, 121, 120, 119, 105, 106, 107, 114, 110 143 और 60 से गुजरती हुई इसी गांव के बिन्दु “क30” पर समाप्त होती है ।
31. रेखा क30 क :—रेखा बिन्दु “क 30” से आरंभ होती है जो ग्राम ग्राम बेलतू के उत्तर किनारे पर स्थित है और जो उत्तर-पश्चिम की ओर ग्राम बेलतू के प्लॉट सं. 484, 454, 456 और 454 से गुजरती हुई ग्राम कंडाबेर के बिन्दु “क” पर समाप्त होती है ।

#### “भाग-ख” का सीमा वर्णन :

1. रेखा ख-ख1 :—रेखा बिन्दु “ख” से आरंभ होती है जो ग्राम पकरी बरवाडीह के उत्तरी-पश्चिमी किनारे पर स्थित है और जो इसी गांव के पूर्व की ओर प्लॉट संख्या 1950, 1934, 1933 से गुजरती हुई इसी गांव के बिन्दु “ख1” पर समाप्त होती है ।
2. रेखा ख1-ख2 :—रेखा बिन्दु “ख1” से आरंभ होती है जो ग्राम पकरी बरवाडीह के उत्तरी-पश्चिमी किनारे पर स्थित है और जो इसी गांव के उत्तरी-पूर्व की ओर प्लॉट संख्या 1933, 1923, 1918 से गुजरती हुई इसी गांव के बिन्दु “ख2” पर समाप्त होती है ।
3. रेखा ख2-ख3 :—रेखा बिन्दु “ख2” से आरंभ होती है जो ग्राम पकरी बरवाडीह के उत्तरी-पश्चिमी किनारे पर स्थित है और जो इसी गांव के दक्षिणी-पूर्व की ओर प्लॉट संख्या 1918, 1919, 1920 से गुजरती हुई इसी गांव के बिन्दु “ख3” पर समाप्त होती है ।
4. रेखा ख3-ख4 :—रेखा बिन्दु “ख3” से आरंभ होती है जो ग्राम पकरी बरवाडीह के उत्तरी-पश्चिम किनारे पर स्थित है और जो इसी गांव के दक्षिण की ओर प्लॉट संख्या 1920 से गुजरती हुई इसी गांव के बिन्दु “ख4” पर समाप्त होती है ।
5. रेखा ख4-ख5 :—रेखा बिन्दु “ख4” से आरंभ होती है जो ग्राम पकरी बरवाडीह के उत्तरी-पश्चिम किनारे पर स्थित है और जो इसी गांव के दक्षिणी-पूर्व की ओर प्लॉट संख्या 1920, 1921, 1922, 1937 से गुजरती हुई इसी गांव के बिन्दु “ख5” पर समाप्त होती है ।

- [illegible]



- [illegible]

36. रेखा ख35-ख36 :—रेखा बिन्दु “ख35” से आरंभ होती है जो ग्राम पकरी बरवाडीह के दक्षिणी-पश्चिम किनारे पर स्थित है और जो इसी गांव के उत्तरी-पश्चिम की ओर प्लॉट संख्या 2230, 1718, 2216, 2033, 2032, 2028 2029 से गुजरती हुई इसी गांव के बिन्दु “ख 36” पर समाप्त होती है ।
37. रेखा ख36-ख37 :—रेखा बिन्दु “ख36” से आरंभ होती है जो ग्राम पकरी बरवाडीह के दक्षिणी-पश्चिम किनारे पर स्थित है और जो इसी गांव के दक्षिण-पश्चिम की ओर प्लॉट संख्या 2029, 2025, 2023, 2022, 2021, 2020 से गुजरती हुई इसी गांव के बिन्दु “ख37” पर समाप्त होती है ।
38. रेखा ख37-ख38 :—रेखा बिन्दु “ख37” से आरंभ होती है जो ग्राम पकरी बरवाडीह के दक्षिणी-पश्चिम किनारे पर स्थित है और जो इसी गांव के उत्तरी-पश्चिम की ओर प्लॉट संख्या 2020, 2019, 1950 से गुजरती हुई इसी गांव के बिन्दु “ख 38” पर समाप्त होती है ।
39. रेखा ख38-ख39 :—रेखा बिन्दु “ख38” से आरंभ होती है जो ग्राम पकरी बरवाडीह के दक्षिणी-पश्चिम किनारे पर स्थित है और जो इसी गांव के उत्तरी-पूर्व की ओर प्लॉट संख्या 1950 से गुजरती हुई इसी गांव के बिन्दु “ख 39” पर समाप्त होती है ।
40. रेखा ख39-ख :—रेखा बिन्दु “ख39” से आरंभ होती है जो ग्राम पकरी बरवाडीह के पश्चिमी किनारे पर स्थित है और जो इसी गांव के उत्तरी-पश्चिम की ओर प्लॉट संख्या 1950 से गुजरती हुई इसी गांव के बिन्दु “ख” पर समाप्त होती है ।

[फा. सं. 43015/02/2011-पीआरआईडब्ल्यू-1/जिल्द-2]

दोमिनिक डुंगडुंग, अवर सचिव

## MINISTRY OF COAL

New Delhi, the 24th March, 2014

**S.O. 1076.**—Whereas, by the notification of the Government of India in the Ministry of Coal number S.O. 2096, dated the 12th June, 2012 issued under sub-section (1) of Section 7 of the Coal Bearing Areas, (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part-II, Section - 3, sub- section (ii), dated the 23rd June, 2012, the Central Government gave notice of its intention to acquire the lands with all rights in or over such lands specified in the Schedule appended to that notification;

And, whereas, the competent authority in pursuance of Section 8 of the said Act, has made his report to the Central Government;

And whereas, the Central Government, after considering the report aforesaid and after consulting the Government of Jharkhand, is satisfied that the lands measuring 605.11 hectares or 1495.25 acres as described in the Schedule appended hereto, should be acquired;

Now, therefore in exercise of the powers conferred by sub- section (1) of Section 9 of the said Act, the Central Government hereby declares that the lands measuring 605.11 hectares (approximately) or 1495.25 acres (approximately) and all rights in or over such lands as described in the Schedule are hereby acquired;

The plan bearing number NTPC/CM/SEC IV/CBA/09/PB/053, dated the 09th December, 2013 of the area covered by this notification may be inspected in the Office of the Deputy Commissioner, Hazaribag (Jharkhand State) or in the Office of the Coal Controller, 1, Council House Street, Kolkata-700001 or in the Office of the Deputy General Manager (Mining), Pakri Barwadih Coal Mining Project, NTPC Limited, Ujjwal Complex, Pugmil Road, Hazaribag-825301 (Jharkhand) or in the Office of the Additional General Manager (Coal Mining), Coal Mining and Fuel Transportation Division, NTPC Limited, EOC Annex, Room No. 118, Plot No. A8-A, Sector 24, Noida, Uttar Pradesh-201301.

**SCHEDULE**

**PAKRI BARWADIH COAL MINING BLOCK PHASE-V**  
**NORTH KARANPURA COALFIELDS IN HAZARIBAGH**  
**DISTRICT JHARKHAND STATE**

(Plan bearing number NTPC/CM/SEC IV/CBA/09/PB/053, dated the 09th December, 2013)

**(A) REVENUE LAND:**

SI No.	Village	Thana No.	Thana	District	Area (approximately)		Remark
					Hectare	Acre	
1	Beltu	32	Keredari	Hazaribagh	5.46	13.50	Part
2	Kandaber	33	Keredari	Hazaribagh	35.09	86.70	Part
3	Bariatu	42	Keredari	Hazaribagh	12.82	31.68	Part
4	Jabra	43	Keredari	Hazaribagh	12.36	30.54	Part
5	Basaria	44	Keredari	Hazaribagh	13.71	33.88	Part
6	Nawadih	45	Keredari	Hazaribagh	3.53	8.70	Part
7	Sirma	46	Keredari	Hazaribagh	21.55	53.25	Part
8	Pakri Barwadih	56	Barkaqaon	Hazaribagh	194.09	479.60	Part
<b>Total :</b>					<b>298.61</b>	<b>737.85</b>	

**(B) FOREST LAND (Notified/Un-Notified/Jungle - Jhadi):**

SI No.	Village	Thana No.	Thana	District	Area (approximately)		Remark
					Hectare	Acre	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1	Beltu	32	Keredari	Hazaribagh	6.07	15.00	Part
2	Kandaber	33	Keredari	Hazaribagh	17.26	42.66	Part
3	Bariatu	42	Keredari	Hazaribagh	202.28	499.83	Part
4	Jabra	43	Keredari	Hazaribagh	3.68	9.10	Part
5	Basaria	44	Keredari	Hazaribagh	30.98	76.57	Part
6	Nawadih	45	Keredari	Hazaribagh	20.23	50.00	Part
7	Sirma	46	Keredari	Hazaribagh	21.48	53.07	Part
8	Pakri Barwadih	56	Barkagaon	Hazaribagh	4.52	11.17	Part
<b>Total</b>					<b>306.50</b>	<b>757.40</b>	

**SUMMARY:**

A). TOTAL REVENUE LAND :	298.61 hectares	= 737.85 acres
B). TOTAL FOREST LAND	306.50 hectares	= 757.40 acres
GRAND TOTAL (A+B)	605.11 hectares	= 1495.25 acres

**LIST OF REVENUE PLOTS TO BE ACQUIRED:**

1. Village Beltu : - 60P, 63, 64P, 65 to 67, 68P, 69P, 85, 86, 88 to 105, 106P, 107P, 108, 109, 110P, 111, 114P, 119P, 120P, 121P, 122, 123, 124P.
2. Village Kandaber : - 185P, 188 to 196, 198 to 211, 213 to 239, 240P, 241 to 254, 255P, 448P, 450P, 451, 452P, 453P, 454P, 455P, 456 to 467, 468P, 471 P, 472P, 473 to 483, 484P, 485 to 492, 494 to 512, 513P, 514, 515P, 519P, 520P, 521 P, 522 to 526, 528 to 544, 546 to 624, 626 to 633, 635 to 639, 641 to 680.
3. Village Bariatu :- 5 to 20, 22 to 49, 51 to 62, 1658, 1685, 1687 to 1693.
4. Village Jabra :- 1, 3 to 97.
5. Village Basaria:- 6P, 13P, 14 to 22, 23P, 24P, 25P, 26, 28 to 31, 33.
6. Village Nawadih: - 473P, 481 P, 482, 483P, 484P, 485, 486P, 487P, 488P, 489, 490P, 491 P, 492P, 493P, 494P, 495P, 496P, 497, 498P, 499P, 500, 501 P, 502 to 504.
7. Village Sirma :- 113P, 137P, 141P, 142, 145P, 146P, 147, 148P, • 149P, 150P, 151P, 152P, 157P, 158 to 194, 196 to 239, 241, 242, 243P, 244, 246, 248 to 290, 292 to 295.
8. Village Pakri Barwadih :- 1041 to 1432, 1442 to 1446, 1448 to 1718, 1741 to 1743, 1918 to 1933, 1935 to 1950, 1952 to 2436, 2438 to 2463, 2499, 2516, 2518.

**LIST OF FOREST PLOTS TO BE ACQUIRED :**

1. Village Beltu: - 62P, 84P, 87, 143P
2. Village Kandaber: - 197P, 212, 493, 527, 545, 625, 634, 640
3. Village Bariatu : - 1 to 4, 21, 50, 63P, 232P, 1686.
4. Village Jabra :- 2.
5. Village Basaria:- 12P, 27P, 32, 34.
6. Village Nawadih : - 422P, 505P.
7. Village Sirma:- 30P, 144P, 195, 240, 245, 247, 291, 296.
8. Village Pakri Barwadih:- 1447, 2464.

Boundary Description of the area to be notified under section 9 (1) for Phase - V :

**Boundary Description for "Part-A" :**

- (1) Line A-A 1: The line starts at point 'A' located on North-West corner in plot no. 454 of village Kandaber which moves towards East corner of the village Kandaber passing through plot nos. 454, 455, 454, 453, 452, 448, 450, 467, 468, 471, 472, 255, 240, 188, 189, 185, 197, 199, 200 and ends at point 'A1' of the village Kandaber.
- (2) Line A 1-A2: The line starts at point 'A1' located on North corner at plot no. 200 of village Kandaber which moves towards North-East of the village Nawadih passing through plot nos. 422 and 505 and ends at point 'A2' of the village Nawadih.
- (3) Line A2-A3: The line starts at point 'A2' located on North corner of village Nawadih which moves towards North East of the village Nawadih passing through plot no. 505 and ends at point 'A3' of the village Nawadih.
- (4) Line A3-A4: The line starts at point 'A3' located on North corner of village Nawadih which moves towards East of the village Nawadih passing through plot nos. 505, 473, 481, 483, 484, 485, 486, 487, 488, 490, 491, 492, 493, 494, 495, 496, 498, 499, 501 and ends at point 'A4' of the village Nawadih.
- (5) Line A4-A5: The line starts at point 'A4' located on North-East corner of village Nawadih which moves towards East of the village Basaria passing through plot nos. 13, 23, 12, 24, 25 and ends at point 'A5' of the village Basaria.
- (6) Line A5-A6: The line starts at point 'A5' located on North corner of village Basaria which moves towards North East of the village Basaria passing through plot nos. 25, 27, 6 and 27 and ends at point 'A6' of the village Basaria.
- (7) Line A6-A7: The line starts at point 'A6' located on North corner of village Basaria passing towards East of the village Basaria passing through plot no. 27 and ends at point 'A7' of the village Basaria.
- (8) Line A7 -A8: The line starts at point 'A7' located on North-East corner of village Basaria which moves towards North-East of the village Sirma passing through plot nos. 30, 157, 159, 152, 151, 145, 146 and 148 and ends at point 'A8' of the village Sirma.
- (9) Line A8-A9: The line starts at point 'A8' located on North corner of village Sirma which moves towards North-West of the village Sirma passing through plot nos. 148, 149, 150, 141, 137 and ends at point 'A9' of the village Sirma.

- (10) Line A9-A 10: The line starts at point 'A9' located on North corner of village Sirma which moves towards East of the village Sirma passing through plot nos. 137, 113, 142, 144, 243 and ends at point 'A10' of the village Sirma.
- (11) Line A10-A 11: The line starts at point 'A 10' located on North corner of village Sirma which moves towards South-East of the village Sirma passing through ' plot no. 243 and ends at point 'A 11' of the village Sirma.
- (12) Line A11-A12: The line starts at point 'A11' located on East corner of village Sirma which moves towards South-West of the village Sirma passing through plot nos. 243, 247, 252, 253, 254, 255, 256, 257, 258, 259, 286, 295, 296 and ends at point 'A 12' of the village Sirma.
- (13) Line A 12-A 13: The line starts at point 'A 12' located on South-East corner of village Sirma which moves towards South of the village Bariatu passing through plot no. 1686 and ends at point 'A 13' of the village Bariatu.
- (14) Line A13-A14: The line starts at point 'A13' located on North-East corner of village Bariatu which moves towards South-East of the village Bariatu passing through plot nos. 1693 and 1692 and ends at point 'A14' of the village Bariatu.
- (15) Line A14-A15: The line starts at point 'A14' located on North-East corner of village Bariatu which moves towards South of the village Bariatu passing through plot nos. 1692, 1691, 1690, 1689, 1688 and ends at point 'A15' of the village Bariatu.
- (16) Line A15-A16: The line starts at point 'A15' located on East corner of village Bariatu which moves towards South of the village Bariatu passing through plot no. 1686 and ends at point 'A16' of the village Bariatu.
- (17) Line A16-A17: The line starts at point 'A16' located on South-East corner of village Bariatu which moves towards South-West of the village Bariatu passing through plot nos. 1686 and 1685 and ends at point 'A 17' of the village Bariatu.
- (18) Line A17-A18: The line starts at point 'A17' located on South-East corner of village Bariatu which moves towards North of the village Bariatu passing through plot nos. 1685 and 1658 and ends at point 'A 18 of the village Bariatu.
- (19) Line A 18-A 19: The line starts at point 'A 18' located on South-East corner of village Bariatu which moves towards North-West of the village Bariatu passing through plot nos. 1658 and 1685 and ends at point 'A 19' of the village Bariatu.
- (20) Line A 19-A20: The line starts at point 'A 19' located on South-East corner of village Bariatu which moves towards North-West of village Bariatu passing through plot no. 232 and ends at point 'A20' of village Bariatu.
- (21) Line A20-A21: The line starts at point 'A20' located on South corner of village Bariatu which moves towards North-West of the village Bariatu passing through plot no. 63 and ends at point 'A21' of the village Bariatu.
- (22) Line A21-A22: The line starts at point 'A21' located on South-West corner of village Bariatu which moves towards North-West passing through plot no. 63 and ends at point 'A22' of the village Bariatu.
- (23) Line A22-A23: The line starts at point 'A22' located on South-West corner of village Bariatu which moves towards North-West of the village Bariatu passing through plot nos. 58, 57, 56, 50, 55, 54, 53, 52 and 51 and ends at point 'A23' of the village Bariatu. - 5 .
- (24) Line A23-A24: The line starts at point 'A23' located on West corner of village Bariatu which moves towards North-West passing through plot no. 51 and 50 of village Bariatu and plot nos. 49, 50 and 51 of village Jhabra and ends at point 'A24' of the village Jhabra. \
- (25) Line A24-A25: The line starts at point 'A24' starting at the South-East side of village Jhabra and passing in North direction through village Jhabra passing through plot no. 51 and ends at point 'A25' of village Jhabra.
- (26) Line A25-A26: The line starts at point 'A25' located on South-East corner of village Jhabra which moves towards West of village Jhabra passing through plot no. 51 and ends at point 'A26' of village Jhabra.
- (27) Line A26-A27: The line starts at point 'A26' located on West corner of village Jhabra which moves towards West passing through plot nos. 680 and 484 of village Kandaber and plot no. 60 and 62 of village Beltu and ends at point 'A27' of the village Beltu.
- (28) Line A27 -A28: The line starts at point 'A27' located on North-East corner of village Beltu which moves towards North-West of the village Beltu passing through plot nos. 62, 63, 64, 68, 69 and 60 and ends at point 'A28' of the village Beltu.
- (29) Line A28-A29: The line starts at point 'A28' located on West corner of village Beltu which moves towards North-West passing through plot nos. 484, 519, 520, 521, 513, 515 and 484 of village Kandaber and ends at point 'A29' of the village Beltu.



- (30) Line A29-A30: The line starts at point 'A29' located on West corner of village Kandaber which moves towards North-West passing through plot nos. 60, 124, 84, 121, 120, 119, 105, 106, 107, 114, 110, 143 and 60 of the village Beltu and ends at point 'A30' of the village Beltu.
- (31) Line A30-A: The line starts at point 'A30' located on North corner of village Beltu which moves towards North-West passing through plot nos. 484, 454, 456 and 454 and ends at point 'A' of the village Kandaber.

**Boundary Description for "Part -B" :**

- (1) Line B-B 1: The line starts at point 'B' located on North-West of village Pakri Barwadih which moves towards East corner of the village Pakri Barwadih passing through plot nos. 1950, 1934, 1933 and ends at point 'B1' of the village Pakri Barwadih.
- (2) Line B 1-B2: The line starts at point 'B 1' located on North-West corner of village Pakri Barwadih which moves towards North-East of the village Pakri Barwadih passing through plot nos. 1933, 1923, 1918 and ends at point 'B2' of the village Pakri Barwadih.
- (3) Line B2-B3: The line starts at point 'B2' located on North-West corner of village Pakri Barwadih which moves towards South-East of the village Pakri Barwadih passing through plot nos. 1918, 1919, 1920 and ends at point 'B3' of the village Pakri Barwadih.
- (4) Line B3-B4: The line starts at point 'B3' located on North-West corner of village Pakri Barwadih which moves towards South of the village Pakri Barwadih passing through plot no. 1920 and ends at point 'B4' of the village Pakri Barwadih.
- (5) Line B4-B5: The line starts at point '84' located on North-West corner of village Pakri Barwadih which moves towards South-East village Pakri Barwadih through plot nos. 1920, 1921, 1922, 1937 and ends at point 'B5' of the village Pakri Barwadih.
- (6) Line B5-B6: The line starts at point 'B5' located on North-West corner of village Pakri Barwadih which moves towards North of the village Pakri Barwadih passing through plot nos. 1937, 1939, 1940, 1943, 1944, 1945, 1946, 1947, 1948, 1949 and ends at point 'B6' of the village Pakri Barwadih.
- (7) Line B6-B7: The line starts at point 'B6' located on North-West corner of village Pakri Barwadih passing towards North of the village Pakri Barwadih passing through plot nos. 1949, 1950 and ends at point 'B7' of the village Pakri Barwadih.
- (8) Line B7-B8: The line starts at point 'B7' located on North-West corner of village Pakri Barwadih which moves towards South-East of the village Pakri Barwadih passing through plot nos. 1950, 1964, 1963, 1962 and ends at point 'B8' of the village Pakri Barwadih.
- (9) Line B8-B9: The line starts at point 'B8' located on North-West corner of village Pakri Barwadih which moves towards North-East of the village Pakri Barwadih passing through plot nos. 1962, 1960, 1961, 1952 and ends at point 'B9' of the village Pakri Barwadih.
- (10) Line B9-B10: The line starts at point 'B9' located on North-West corner of village Pakri Barwadih which moves towards South-East of the village Pakri Barwadih passing through plot nos. 1952, 1743 and ends at point 'B10' of the village Pakri Barwadih.
- (11) Line B10-B11: The line starts at point 'B10' located on North-West corner of village Pakri Barwadih which moves towards South-East of the village Pakri Barwadih passing through plot no. 1743, 1742, 1741, 2125 and ends at point 'B11' of the village Pakri Barwadih.
- (12) Line B11-B12: The line starts at point 'B11' located on North-West corner of village Pakri Barwadih which moves towards North-East of the village Pakri Barwadih passing through plot nos. 2125, 2127, 2130, 1718, 1154 and ends at point 'B12' of the village Pakri Barwadih.
- (13) Line B12-B13: The line starts at point 'B12' located on North corner of village Pakri Barwadih which moves towards East of the village Pakri Barwadih passing through plot nos. 1154, 1137, 1136, 1134, 1133, 1132 and ends at point 'B13' of the village Pakri Barwadih.
- (14) Line B13-B14: The line starts at point 'B13' located on North corner of village Pakri Barwadih which moves towards South-East of the village Pakri Barwadih passing through plot nos. 1132 and 1128 and ends at point 'B 14' of the village Pakri Barwadih.
- (15) Line B14-B15: The line starts at point 'B14' located on North-East corner of village Pakri Barwadih which moves towards South-East of the village Pakri Barwadih passing through plot nos. 1128, 1041 and ends at point 'B 15' of the village Pakri Barwadih.
- (16) Line B15-B16: The line starts at point 'B15' located on East corner of village Pakri Barwadih which moves towards South-East of the village Pakri Barwadih passing through plot no. 1041 and ends at point 'B16' of the village Pakri Barwadih.

- (17) Line B16-B17: The line starts at point 'B16' located on East corner of village Pakri Barwadih which moves towards South-East of the village Pakri Barwadih passing through plot nos. 1041, 1432 and ends at point 'B17' of the village Pakri Barwadih.
- (18) Line B17-B18: The line starts at point 'B17' located on East corner of village Pakri Barwadih which moves towards South-East of the village Pakri Barwadih passing through plot no. 1432, 1449 and ends at point 'B18' of the village Pakri Barwadih.
- (19) Line B18-B19: The line starts at point 'B18' located on East corner of village Pakri Barwadih which moves towards South-West of the village Pakri Barwadih passing through plot no. 1449 and ends at point 'B19' of the village Pakri Barwadih.
- (20) Line B19-B20: The line starts at point 'B19' located on South-East corner of village Pakri Barwadih which moves towards South-West of village Pakri Barwadih passing through plot no. 1449 and ends at point 'B20' of village Pakri Barwadih.
- (21) Line B20-B21: The line starts at point 'B20' located on South-East corner of village Pakri Barwadih which moves towards South-West of the village Pakri Barwadih passing through plot nos. 1449 and ends at point 'B21' of the village Pakri Barwadih.
- (22) Line B21-B22: The line starts at point 'B21' located on South-East corner of village Pakri Barwadih which moves towards North-West of the village Pakri Barwadih passing through plot no. 1449 and ends at point 'B22' of the village Pakri Barwadih.
- (23) Line B22-B23: The line starts at point 'B22' located on South-East corner of village Pakri Barwadih which moves towards South of the village Pakri Barwadih passing through plot no. 1449 and ends at point 'B23' of the village Pakri Barwadih.
- (24) Line B23-B24: The line starts at point 'B23' located on South-East corner of village Pakri Barwadih which moves towards West of the village Pakri Barwadih passing through nos. 1449, 2464 and ends at point 'B24' of the village Pakri Barwadih.
- (25) Line B24-B25: The line starts at point 'B24' located at the South-East side of village Pakri Barwadih and passing in North-East direction through village Pakri Barwadih passing through plot no. 2464 and ends at point 'B25' of village Pakri Barwadih.
- (26) Line B25-B26: The line starts at point 'B25' located on South-East corner of village Pakri Barwadih which moves towards North-West of village Pakri Barwadih passing through plot nos. 2464, 2438, 2436, 2379 and ends at point 'B26' of village Pakri Barwadih.
- (27) Line B26-B27: The line starts at point 'B26' located on South corner of village Pakri Barwadih which moves towards South-West of the village Pakri Barwadih passing through plot nos. 2379, 2375, 2468 and ends at point 'B27' of the village Pakri Barwadih.
- (28) Line B27-B28: The line starts at point 'B27' located on South corner of village Pakri Barwadih which moves towards West of the village Pakri Barwadih passing through plot nos. 2468, 2374, 2363 and ends at point 'B28' of the village Pakri Barwadih.
- (29) Line B28-B29: The line starts at point 'B28' located on South corner of village Pakri Barwadih which moves towards North-West of the village Pakri Barwadih passing through plot nos. 2363, 2362 and ends at point 'B29' of the village Pakri Barwadih.
- (30) Line B29-B30: The line starts at point 'B29' located on South corner of village Pakri Barwadih which moves towards North-West of the village Pakri Barwadih passing through plot nos. 2362, 2361, 2359, 2358, 2325, 2324 and ends at point 'B30' of the village Pakri Barwadih.
- (31) Line B30-B31: The line starts at point 'B30' located on South corner of village Pakri Barwadih which moves towards North-West of the village Pakri Barwadih passing through plot nos. 2324, 2323, 2276, 2275, 2274, 2273 and ends at point 'B31' of the village Pakri Barwadih.
- (32) Line B31-B32: The line starts at point 'B31' located on South-West corner of village Pakri Barwadih which moves towards North-East of the village Pakri Barwadih passing through plot nos. 2273, 2274 and ends at point 'B32' of the village Pakri Barwadih.
- (33) Line B32-B33: The line starts at point 'B32' located on South-West corner of village Pakri Barwadih which moves towards North-West of the village Pakri Barwadih passing through plot nos. 2274, 2270, 2269 and ends at point 'B33' of the village Pakri Barwadih.



- (34) Line B33-B34: The line starts at point 'B33' located on South-West corner of village Pakri Barwadih which moves towards North-East of the village Pakri Barwadih passing through plot nos. 2269, 2268 and ends at point 'A34' of the village Pakri Barwadih.
- (35) Line B34-B35: The line starts at point 'B34' located on South-West corner of village Pakri Barwadih which moves towards North-West of the village Pakri Barwadih passing through plot nos. 2268, 2251, 2230 and ends at point 'A35' of the village Pakri Barwadih.
- (36) Line B35-B36: The line starts at point 'B35' located on South-West corner of village Pakri Barwadih which moves towards North-West of the village Pakri Barwadih passing through plot nos. 2230, 1718, 2216, 2033, 2032, 2028, 2029 and ends at point 'A36' of the village Pakri Barwadih.
- (37) Line B36-B37: The line starts at point 'B36' located on South-West corner of village Pakri Barwadih which moves towards South-West of the village Pakri Barwadih passing through plot nos. 2029, 2025, 2023, 2022, 2021, 2020 and ends at point 'A37' of the village Pakri Barwadih.
- (38) Line B37-B38: The line starts at point 'B37' located on South-West corner of village Pakri Barwadih which moves towards North-West of the village Pakri Barwadih passing through plot nos. 2020, 2019, 1950 and ends at point 'A38' of the village Pakri Barwadih.
- (39) Line B38-B39: The line starts at point 'B38' located on South-West corner of village Pakri Barwadih which moves towards North-East of the village Pakri Barwadih passing through plot no. 1950 and ends at point 'A39' of the village Pakri Barwadih.
- (40) Line B39-B: The line starts at point 'B39' located on West corner of village Pakri Barwadih which moves towards North-West of the village Pakri Barwadih passing through plot no. 1950 and ends at point 'B' of the village Pakri Barwadih.

[F. No. 43015/02/2011-PRIW-I/Vol. II]

DOMINIC DUNGUNG, Under Secy.

**आदेश**

नई दिल्ली, 24 मार्च, 2014

**का.आ. 1077.**—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उपधारा (1) के अधीन जारी, भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का.आ. 1022, तारीख 15 मई, 2013, के भारत के राजपत्र, भाग II, खंड 3, उपखंड (ii), तारीख 18 मई, 2013 साप्ताहिक में प्रकाशित होने पर उक्त अधिसूचना से संलग्न अनुसूची 'क' में वर्णित 482.660 हेक्टेयर (लगभग) या 1192.65 एकड़ (लगभग) भूमि के भूतल अधिकार और अनुसूची 'ख' में वर्णित 72.000 हेक्टेयर (लगभग) या 177.91 एकड़ (लगभग) माप वाली उक्त भूमि में या भूमि पर के सभी अधिकार (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है) उक्त अधिनियम की धारा 10 की उपधारा (1) के अधीन, सभी विल्लंगमों से मुक्त होकर, आत्यंतिक रूप से केन्द्रीय सरकार में निहित हो गए थे;

और केन्द्रीय सरकार का यह समाधान हो गया है कि साउथ ईस्टर्न कोलफील्ड्स लिमिटेड, सीपत रोड, डाकघर संख्या 60, जिला-बिलासपुर-495006 (जिसे इसमें इसके पश्चात् सरकारी कम्पनी कहा गया है), ऐसे निबंधनों और शर्तों का जो केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिये तैयार है।

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि इस प्रकार निहित उक्त अनुसूची 'क' में वर्णित 482.660 हेक्टेयर (लगभग) या 1192.65 एकड़ (लगभग) भूमि में भूतल अधिकार और अनुसूची 'ख' में वर्णित 72.000 हेक्टेयर (लगभग) या 177.91 एकड़ (लगभग) माप वाली उक्त भूमि में या भूमि पर के सभी अधिकार तारीख 18 मई, 2013 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने की बजाय, निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए, उक्त सरकारी कम्पनी में निहित हो जाएंगे, अर्थात् :-

(1) सरकारी कम्पनी, उक्त अधिनियम के उपबंधों के अधीन यथा अवधारित प्रतिकर, ब्याज, नुकसान और वैसी ही मदों की बाबत किए गए सभी संदायों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी;

(2) सरकारी कम्पनी द्वारा शर्त (1) के अधीन, केन्द्रीय सरकार को संदेय रकमों का अवधारण करने के प्रयोजन के लिये एक अधिकरण का गठन किया जाएगा तथा ऐसे किसी अधिकरण और ऐसे अधिकरण की सहायता करने के लिये नियुक्त व्यक्तियों के संबंधों में उपगत सभी व्यय, कम्पनी द्वारा वहन किये जायेंगे और इसी प्रकार निहित उक्त भूमि में या उस पर के अधिकार के लिये या उसके संबंध में जैसे अपील आदि सभी विधिक कार्यवाहियों की बाबत उपगत, सभी व्यय भी, सरकारी कम्पनी द्वारा वहन किये जायेंगे;

(3) सरकारी कम्पनी, केन्द्रीय सरकार या उसके पदाधिकारियों की, ऐसे किसी अन्य व्यय के संबंध में, क्षतिपूर्ति करेगी जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के बारे में, केन्द्रीय सरकार या उसके पदाधिकारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो;

(4) सरकारी कम्पनी को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, उक्त भूमि को किसी अन्य व्यक्ति को अंतरित करने की शक्ति नहीं होगी; और

(5) सरकारी कम्पनी, ऐसे निदेशों और शर्तों का, जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिये दिए जाएं या अधिरोपित की जाए, पालन करेगी।

[फा. सं. 43015/27/2009-पीआरआईडब्ल्यू-1]

दोमिनिक डुंगडुंग, अवर सचिव

### ORDER

New Delhi, the 24th March, 2014

**S.O. 1077.**—Whereas on the publication of the notification of the Government of India in the Ministry of Coal number S.O. 1022 dated 15th May, 2013 published in the Gazette of India, Part - II, Section - 3, sub-section (ii) dated the 18th May, 2013 weekly, issued under sub-section (i) of Section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the land measuring 482.660 hectares (approximately) or 1192.65 acres (approximately) as surface rights in or over the said land described in Schedule 'A' and the land measuring 72.000 hectares (approximately) or 177.91 acres (approximately) as all rights in or over the said land described in the Schedule 'B' appended to the said notification (hereinafter referred to as the said land) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of section 10 of the said Act; .

And whereas the Central Government is satisfied that the South Eastern Coalfields Limited, Seepat Road, P. B. No. 60, District-Bilaspur- 495006 (hereinafter referred to as the Government Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf.

Now, therefore, in exercise of the power conferred by sub-section (1) of section 11 of the said Act, the Central Government hereby directs that the Surface Rights in the lands measuring 482.660 hectares (approximately) or 1192.65 acres (approximately) described in Schedule 'A' and All Rights in or over the land measuring 72.000 hectares (approximately) or 177.91 acres (approximately) described in the schedule 'B' so vested in it shall with effect from 18th May, 2013 instead of continuing to so vest in the Central Government shall vest in the Government company subject to the following terms and conditions namely:-

(1) The Government company shall reimburse to the Central Government all payments made in respect of compensation, interest, damages and the like as determined under the provisions of the said Act;

(2) A Tribunal shall be constituted for the purpose of determining the amounts payable to the Central Government by the Government company under conditions (1) and all expenditure incurred in connection with any such tribunal and persons appointed to assist the tribunal shall be borne by the Government company and similarly, all expenditure incurred in respect of all legal proceedings like appeals etc. for or in connection with the rights in or over the said lands so vesting shall also be borne by the Government company;

(3) The Government company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the rights in or over the said lands so vesting;

(4) The Government company shall have no power to transfer the said lands to any other persons without the prior approval of the Central Government; and

(5) The Government company shall abide by such direction and conditions as may be given or imposed by the Central Government for particular areas of the said lands as and when necessary.

[F. No. 43015/27/2009 - PRIW-I]

DOMINIC DUNG DUNG, Under Secy.

**श्रम एवं रोजगार मंत्रालय**

नई दिल्ली, 4 मार्च, 2014

**का.आ. 1078.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार जनरल मैनेजर, कोल दम हाइड्रोइलेक्ट्रिक पावर प्रोजेक्ट, नेशनल थर्मल पावर कारपोरेशन, बिलासपुर-ओठेर्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय नं.-1, चंडीगढ़ के पंचाट (संदर्भ संख्या 1/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-2-2014 को प्राप्त हुआ था।

[सं. एल-42012/170/2010-आई आर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

**MINISTRY OF LABOUR AND EMPLOYMENT**

New Delhi, the 4th March, 2014

**S.O. 1078.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 1/2011) of the Central Government Industrial Tribunal/Labour Court No. 1, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of The General Manager, Kol Dam Hydro Electric Power Project, NTPC, Bilaspur & Others and their workman, which was received by the Central Government on 4-3-2014.

[No. L-42012/170/2010-IR (DU)]

P. K. VENUGOPAL, Section Officer

**ANNEXURE**

**BEFORE SHRI SURENDRA PRAKASH SINGH,  
PRESIDING OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,  
CHANDIGARH**

Case No. ID 01 of 2011. Reference No. L-42012/170/2010-IR(DU) dated 21-03-2011

Sher Singh S/o Sh. Gandhi Ram, President District CITU, District Committee Mandi 221 / 10, Thanera Mohalla, Mandi (HP). . . . . Workman

**Versus**

1. The General Manager, Kol Dam Hydro Electric Power Project, NTPC, VPO Barmana, Distt. Bilaspur (HP). Bilaspur.
2. The Managing Director, M/s. U.R. Infrastructure Co. Pvt. Ltd, Vill. Kayan, P.O.Slapper, Teh-Sundernagar.

3. The Project Manager. Italian Thai Development Company. Ltd., Kol Dam Hydro Electric Power Project, Village Kayan, PO Slapper, Teh. Sundernagar, Mandi (HP). . . . . Respondents

**APPEARANCES :**

For the Workman : None.

For the Management : Mr. V. P. Singh for Respd. No.1.

None for other respondents

**AWARD**

Passed On : 18.02.2014

Government of India Ministry of Labour vide notification No.L-42012/170/2010-IR(DU) dated 21.03.2011 has referred the following dispute to this Tribunal for adjudication :

**Term of Reference**

“Whether the action of the employer of M/s U.R. Infrastructure Co. Pvt. Ltd., a sub contractor of M/s. Indian Thai Development Public Co. Ltd. in the Koldam Hydra-Electric Project of NTPC, Bilaspur (HP) vide their order dated 01/1/2008 in terminating of services of Shri Sher Singh S/o. Shri Gandhi Ram without following the principle of last come first go is legal and justified ? If not, what relief the concerned workman is entitled to ?”

2. Case taken up today for passing the award. Despite repeated opportunities, none appeared for the workman nor any claim statement has been filed. The reference is pending in this Tribunal since 2011. None appeared on behalf of the workman despite registered notice also. It appears that the workman is not interested to pursue the present reference. In view of the above the present reference is disposed off and answered against the workman as no claim has been lodged on behalf of the workman.

3. Reference is answered accordingly. Central Govt. be informed. Soft copy as well as hard copy be sent to the Central Govt. for publication.

Chandigarh.  
18.02.2014

S. P. SINGH, Presiding Officer

नई दिल्ली, 4 मार्च, 2014

**का.आ. 1079.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार जनरल मैनेजर, कोल दम हाइड्रोइलेक्ट्रिक पावर प्रोजेक्ट, नेशनल थर्मल पावर कारपोरेशन, बिलासपुर एंड ओठेर्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय नं.-1, चंडीगढ़ के पंचाट (संदर्भ संख्या 40/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-2014 को प्राप्त हुआ था।

[सं. एल-42012/164/2010-आई आर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 4th March, 2014

**S.O. 1079.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 40/2010) of the Central Government Industrial Tribunal/Labour Court No. 1, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of The General Manager, Kol Dam Hydro Electric Power Project, NTPC, Bilaspur & Others and their workman, which was received by the Central Government on 4-3-2014.

[No. L-42012/164/2010-IR (DU)]

P. K. VENUGOPAL, Section Officer

#### ANNEXURE

#### BEFORE SHRI SURENDRA PRAKASH SINGH, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH

Case No. ID 40 of 2010. Reference No. L-42012/164/2010-IR (DU) dated 18.02.2011

Naresh Kumar S/o Sh. Hari Singh, VPO Luhakhar,  
PO Kapai, Tehsil Sadar, Mandi (HP). . . Workman

#### Versus

1. The General Manager. Kol Dam Hydro Electric Power Project, NTPC, VPO Barmana, Bilaspur.
2. Proj. Manager, Italian Thai Development Co. Ltd., Kol Dam Hydra Electric Power Project, Village Kayan, PO Slapper, The. Sundernagar, Mandi (HP).
3. The Proj. Manager, M/s. ITD Cementation India Ltd., Kol Dam Hydro-Electric Power Project, Village Kayan. PO Slapper, The. Sundernagar, Mandi (HP).  
. . . Respondents

#### APPEARANCES:

For the Workman : None.

For the Management : Sh. Neeraj Srivastava and  
V. P. Singh, Advocate

#### AWARD

Passed On : 18.2.2014

Government of India Ministry of Labour vide notification No.L- 42012/164/2010/IR(DU) dated 18.02.2011 has referred the following dispute to this Tribunal for adjudication :

#### Term of Reference

“Whether retrenchment of services of Shri Naresh Kumar S/o Shri Hari Singh, VPO Luhakhar, Tehsil Sadar, Distt, Mandi (HP) by the Project Manager, M/s. ITD Cementation India Ltd., Village Kyan, PO Slapper, Tehsil Sundernagar, Distt. Mandi vide order dated 13-08-2008 without following the principle of last come first go is legal and justified? If not, what relief the concerned workman is entitled to?”

2. Case taken up today for passing the award. Despite repeated opportunities, none appeared for the workman nor any claim statement has been filed. The reference is pending in this Tribunal since 2010. None appeared on behalf of the workman despite registered notice also. It appears that the workman is not interested to pursue the present reference. In view of the above the present reference is disposed off and answered against the workman as no claim has been lodged on behalf of the workman.

3. Reference is answered accordingly. Central Govt. be informed. Soft copy as well as hard copy be sent to the Central Govt. for publication.

Chandigarh.

18.02.2014

S. P. SINGH, Presiding Officer

नई दिल्ली, 4 मार्च, 2014

**का.आ. 1080.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार जनरल मैनेजर, कोल दम हाइड्रोइलेक्ट्रिक पावर प्रोजेक्ट, नेशनल थर्मल पावर कारपोरेशन, बिलासपुर एंड ओटर्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय नं.-1, चंडीगढ़ के पंचाट (संदर्भ संख्या 44/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-2014 को प्राप्त हुआ था।

[सं. एल-42012/167/2010-आई आर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 4th March, 2014

**S.O. 1080.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 44/2010) of the Central Government Industrial Tribunal/Labour Court No. 1, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of The General Manager, Kol Dam Hydro Electric Power Project, NTPC, Bilaspur & Others and their workman, which was received by the Central Government on 4-3-2014.

[No. L-42012/167/2010-IR (DU)]

P. K. VENUGOPAL, Section Officer



**ANNEXURE****BEFORE SHRI SURENDRA PRAKASH SINGH,  
PRESIDING OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,  
CHANDIGARH**

Case No. ID 44 of 2010. Reference No. L-42012/167/2010/  
IR(DU) dated 14-02-2011

Santosh Kumar S/o Sh. Dhyan Singh, C/o Shri Rajesh Kumar  
Sharma, President District CITU, District Committee Mandi,  
221/1 O, Thanera Mohalla, Mandi (HP). . . Workman

**Versus**

1. The General Manager, Kol Dam Hydro Electric Power Project, NTPC, VPO Barmana, Bilaspur.
2. Proj. Manager, Italian Thai Development Co. Ltd., Kol Dam Hydra Electric Power Project, Village Kayan, PO Slapper, Teh. Sundernagar, Mandi (HP).
3. The Managing Director, M/s. U.R. Infrastructure Co. Pvt. Ltd., Village Kayan, PO Slapper, Teh. Sundernagar, Mandi (HP). . . Respondents

**APPEARANCES:**

For the Workman : None.

For the Management : Mr. V. P. Singh for Respdt.  
No.1.

None for other respondents

**AWARD**

Passed On : 18.2.2014

Government of India Ministry of Labour vide notification No.L-42012/167/2010/IR(DU) dated 14-02-2011 has referred the following dispute to this Tribunal for adjudication:

**Term of Reference**

“Whether the action of the employer of M/s. U.R. Infrastructure Co. Pvt. Ltd., a sub contractor of M/s. Indian Thai Development Public Co. Ltd. in the Koldam Hydra-Electric Project of NTPC, Barmana, Dist. Bilaspur (HP) vide order dated 13-09-2008 in discharge from services w.e.f. 15-09-2008 of Shri Santosh Kumar S/o Shri Dhyan Singh is legal, fair and justified? If not, what relief the above workman is entitled to from the above Employer?”

2. Case taken up today for passing the award. Despite repeated opportunities, none appeared for the workman nor any claim statement has been filed. The reference is pending in this Tribunal since 2010. None appeared on behalf of the workman despite registered notice also. It appears that the workman is not interested to pursue the

present reference. In view of the above the present reference is disposed off and answered against the workman as no claim has been lodged on behalf of the workman.

3. Reference is answered accordingly. Central Govt. be informed. Soft copy as well as hard copy be sent to the Central Govt. for publication.

Chandigarh.  
18.02.2014

S. P. SINGH, Presiding Officer

नई दिल्ली, 4 मार्च, 2014

**का.आ. 1081.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार जनरल मैनेजर, कोल दम हाइड्रोइलेक्ट्रिक पावर प्रोजेक्ट, नेशनल थर्मल पावर कारपोरेशन, बिलासपुर एंड ओटेर्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय नं.-1, चंडीगढ़ के पंचाट (संदर्भ संख्या 34/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-2014 को प्राप्त हुआ था।

[सं. एल-42012/158/2010-आई आर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 4th March, 2014

**S.O. 1081.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 34/2010) of the Central Government Industrial Tribunal/Labour Court No. 1, now as shown in the the Annexure in the Industrial Dispute between the employers in relation to the management of The General Manager, Kol Dam Hydro Electric Power Project, NTPC, Bilaspur & Others and their workman, which was received by the Central Government on 4-3-2014.

[No. L-42012/158/2010-IR (DU)]

P. K. VENUGOPAL, Section Officer

**ANNEXURE****BEFORE SHRI SURENDRA PRAKASH SINGH,  
PRESIDING OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,  
CHANDIGARH**

Case No. ID 34 of 2010. Reference No. L-42012/158/2010-  
IR(DU) dated 18.02.2011

Balak Ram S/o Sh. Niku Ram, Village Bantrel, PO Baroti,  
Tehsil Sundernagar, Mandi(HP) . . . Workman

**Versus**

नई दिल्ली, 5 मार्च, 2014

1. The General Manager, Kol Dam Hydro Electric Power Project, NTPC, VPO Barmana, Bilaspur.
2. Proj. Manager, Italian Thai Development Co. Ltd., Kol Dam Hydra Electric Power Project, Village Kayan, PO Slapper, Teh. Sundernagar, Mandi (HP).
3. The Proj. Manager, M/s. ITD Cementation India Ltd., Kol Dam Hydro-Electric Power Project, Village Kayan, PO Slapper, Teh. Sundernagar, Mandi (HP).  
... Respondents

**APPEARANCES:**

For the Workman : None.

For the Management : Sh. Neeraj Srivastava and V.P.Singh for Respdt. No. 3 and 1. None for Respodt. No. 2.

**AWARD**

Passed On : 18.2.2014

Government of India Ministry of Labour vide notification No.L-42012/158/2010/IR(DU)dated 18-02-2011 has referred the following dispute to this Tribunal for adjudication :

**Term of Reference**

“Whether retrenchment of services of Shri Balak Ram S/o Shri Nikku Ram. Village Bantrel, PO Baroti, Tehsil Sundernagar, Distt, Mandi (HP) by the Project Manager, M/s. ITD Cementation India Ltd., Village Kyan, PO Slapper, Tehsil Sundernagar, Distt. Mandi vide order dated 13-08-2008 without following the principle of last come first go is legal and justified? If not, what relief the concerned workman is entitled to?”

2. Case taken up today for passing the award. Despite repeated opportunities, none appeared for the workman nor any claim statement has been filed. The reference is pending in this Tribunal since 2010. None appeared on behalf of the workman despite registered notice also. It appears that the workman is not interested to pursue the present reference. In view of the above the present reference is disposed off and answered against the workman as no claim has been lodged on behalf of the workman.

3. Reference is answered accordingly. Central Govt. be informed. Soft copy as well as hard copy be sent to the Central Govt. for publication.

Chandigarh.  
18.02.2014

S. P. SINGH, Presiding Officer

**का.आ. 1082.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार जनरल मैनेजर, बैंक नोट प्रेस, देवास के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/आर/213/90) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-2014 को प्राप्त हुआ था।

[सं. एल-16011/01/90-आई आर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 5th March, 2014

**S.O. 1082.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. CGIT/LC/R/213/90) of the Central Government Industrial Tribunal/Labour Court, Jabalpur, now as shown in the the Annexure in the Industrial Dispute between the employers in relation to the management of General Manager, Bank Note Press, Dewas and their workman, which was received by the Central Government on 4-3-2014.

[No. L-16011/01/90-IR (DU)]

P. K. VENUGOPAL, Section Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
JABALPUR**

**No. CGIT/LC/R/213/90**

Shri R. B. Patle, Presiding Officer

General Secretary,  
Bank Note Press shramik Sangh,  
1265, Bank Note Press Colony,  
Dewas

... Workman/Union

**Versus**

General Manager,  
Bank Note Press,  
Dewas

... Management

**AWARD**

Passed on this 10th day of February, 2014

1. As per letter dated 2-11/8-11-90 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section 10 of ID Act, 1947 as per Notification No.L-16011/1/90-IR (DU). The dispute under reference relates to :

“Whether the workers of Bank Note Press, Dewas are required to give production of 48 bundles in 8

hours of normal working as claimed by the management of 32 bundles in 8 hours as claimed by the Union?"

2. After receiving reference, notices were issued to the parties. Ist party Union filed Statement of claim at Page 6/1 to 6/6. Union submits that the reference is bad. That Central Government has made reference without application of mind mechanically. The reference is extremely vague. It does not give clear indication as to what is required to be decided by the Tribunal. The reference does not speak of any relief as such it is incomplete. The reference is belated. Union submits that for 8 hours duty, quota of 32 bundles of notes per employee at the final counting sections was fixed. Any change in such such quote is not justified. That production of notes in Bank Note Press was not commensurate with the demand of the RBI on persistent demand from management, in the larger interests of the nation, the workers agreed to give 32 bundles per day for 8 hours working without deriving any additional benefit. That said increase was agreed to as temporary measure and with the clear that after meeting the urgent need of bank notes, the management will revert back to the quota of 24 bundles. It is submitted that the management did not keep its words and continue to extract quota of 32 bundles from employees.

3. In 1973, (1995), emergency was imposed in the yielding the unlimited emergency powers, the then General Manager threatening termination of services of the workers compelled to give 40 bundles of 9 hours. Then management came up with an adhoc scheme, workers were forced to do 64 bundles per day for 9 hours. Working with adhoc incentive of Rs. 50 per month. The workers were new recruits. They were not aware of the industrial policy of the Government. Meanwhile management appointed private consultant M/s. IBCON for work study and suggestion of an incentive scheme for the Press. Any of the Union were not associated with such study taking powers during emergency. The management unilaterally imposed scheme suggested by IBCON.

4. That Union further submits that in shift of 8 hours the actual time available to the workmen was hardly 4 hours. The remaining time is lost by way of the margin time given for punching comparing replacing and numbering etc. section adjustment allocation of work, supply of notes by the feeding section after completion O.K The section margin of 1/2 hours given for searching at both the lunch and closing time. The work is altogether different in nature requiring utmost care and caution. The quota of 32 bundles for actual 4 hours working itself is too much. The job of workmen cannot be compared with others. By unilateral imposition of enhanced quota, if a workmen defaults due to hurry in completion of work, if it happens that layman get a packet containing 99 notes, he will lose confidence in the banking system.

5. Union submits that production of Bank Note started in February 1975. Initially the target fixed was 24 bundles for 8 hours duty. This quota was fixed after thorough study and conducting practical test. The agreement between management and workers expected normal production after detailed examination. In. 1975, management impressed on Union that there was lot of pressure from Government of India to increase production. There was increase in demand of note by Central Govt. The management personally requested workers they should agree for increase in daily production as a temporary measure. Even though 24 bundles per day was a requisite production, as a special case the workers agreed to increase the production to 32 bundles in interest of the State. That it was a temporary measure. The quota would be reverted back to 24 bundles for 8 hours duty. However management did not reduce the quota taking advantage of emergency. Management increased production to 40 bundles for 9 hours. That when management introduced consultant IBCON for work study, the workers or Union were not associated with the study. One sided arbitrary inspection was done by IBCON. The management forced their will on the workers. Evenafter recommendation of IBCON working hours were reduced to 8 hours. The production norms were fixed at 32 bundles in 8 hours as normal production. Union reiterates that only 4 hours were utilized for actual production and the remaining hours is taken for preparation and other ancillary job which was nothing to do with the production. That the work requires 5 degree of caution to avoid any mistake. Merely somebody is able to give production of more bundle, it cannot be basis for regular working. Management is stopped challenging quota of 32 bundle for 8 hours duty during past 17 years. The principle of waiver is applicable. Looking to nature of work, importance of work, time taken for preparation and ancillary work, security aspect, delicate nature of job, systematic working needs to be considered while fixing the norms of production. That production of 32 bundle in 8 hours itself was excessive, originally it was 24 bundles.

6. In 1985, management entered into an agreement with the Union and has accepted 32 bundles for 16 hours. There is no change in circumstances to increase work load from 32 bundles to 48 bundles. The increase in norms of production is unjustified. Union submits that production of norms should not be changed to 48 bundles per 8 hours duty.

7. Management filed Written Statement at Page 8/1 to 8/17. The management submits that the Bank Note Press is a departmental undertaking directly controlled by Govt. of India. It is engaged in printing of notes and supply to Reserve Bank of India. Prior to establishment of Bank Note Press, there was only one Security Printing Press engaged in printing of currency i.e. Currency Note Press, Nashik road. That Bank Note Press started as a project in June 1969. It was commissioned in the later part of 1974. Total



1338 post of different grades were sanctioned in the organizational chart. The kind of machinery installed in the press were not available anywhere in India. The machines were imported from abroad. Except in Currency Note Press, Nashik Road, no where the system relating to printing, process, checking, counting, final counting and packing etc. was available. After giving initial training by certain staff brought on transfer from Nashik Road, the production was slowly started in Bank Note Press. After machinery were commissioned in 1974 and first consignment of the Bank Note printed in Bank Note Press, Dewas was dispatched in March 1975. Since more than 95% of the permanent persons employed in the Printing and finishing process were not having the required expertise to achieve the expected production at par with Nashik press, it took months together to attain the required production. The production of notes during March 1975 to August 1975 was that it took time in accelerating the finished products at the finishing end as shown in Annexures. The production was of 30 packets at final counters in initial stage. After introduction of 9 hours working with adhoc incentive scheme, the finished production picked up further as shown in Annexures.

8. During the infancy stage, Govt. of India felt the necessity to have time and motion study for deciding the manning pattern and production norm. Expert Industrial consultant was appointed for conducting fresh study as per letter dated 30-6-75. On recommendations of said committee, the Government of India introduced group incentive scheme besides various creation/upgradation of posts. The objective of incentive scheme was to boost level of production to help workers in earning additional income for working more than 8 hours discouraging absenteeism. As per incentive scheme, norms of base level production at 100% efficiency and norms of production at 120% efficiency during 9 hours shift working and production as per machine day for 8 hours working was made. It is reiterated by IInd party that incentive scheme was implemented from 1-1-1978 after agreement with the two Unions. Bank Note Press Karmchari Sangh and Bank Note Mudranalaya Karmchari Parishad. Agreements with both Union were identical.

9. The recommendations of M/s. IBCON Pvt. Ltd. were accepted by Government. The final output of 1305 million pieces at 100% production index was to be obtained. That as per said computation, 4.4 million pieces at 100% production index was to be given for 9 hours working. Its final comes to not less than 76 bundles per day. If production was increased above 100% norms required, the employee were entitled to incentive payment according to final production achieved. Workmen were paid incentive during 1-1-78 to 10-9-83 for additional production achieved over the base level production of 56 bundles per final count per day. On 11-9-83, agreement was made with Bank Note Mudranalaya Karmchari Parishad other than the Ist party

Union. As per said agreement, system of incentive payment was dispensed with without changing the parameters. Instead it was agreed to calculate the incentive @ 0.7% of the wages for each 1% increase in the production over the base level. As per para 3(b) of the said agreement, the base level output per shift in the control deptt. Was reckoned as 2.64 million pieces of the mixed denomination. Accordingly the employees were paid incentive w.e.f. 11-9-83.

10. That on introduction of 11 hours working in the Press, another agreement was again entered into with Bank Note Mudranalaya Shramik Sangh and Other Union in 1984. The norm of base level for 11 hours working was fixed 3.384 million pieces per day. For any extra production above this base level, employees were entitled to incentive 0.7% for each 1% increase in production. 11 hour shift working was introduced in Press from 3-7-84 after modifying incentive scheme. After modified incentive scheme, the norms of standard base level production of 56 bundles for final count of 9 working and 48 bundles for 8 hours per day. With the introduction of 11 hours working in the Press, the base level production has been enhanced to 72 bundles and incentive is being paid every month for additional production achieved over base level prescribed for 1 hour working. The workmen were earning incentive upto 48% during 9 hours working and upto 64 to 68% during 11 hours working for production achieved over the base level. The production of 48 bundles for 8 hours working was accepted by recognized Union. Whenever Press was put in normal 8 hour working for reasons beyond control of management, workmen at instance of Union disregarded the production of norms of 48 bundles. The production used to be reduced than the standard production norms. Such unilateral reduction in production was to pressurize management to restore extended hours with overtime allowance and incentive. The various circulars were issued in January to March 1990 by the management. That present dispute arose due to pressure tactics of the Union.

11. The management reiterates that reduction in normal production 8 hours working is not based on scientific study which is not justified. Giving production of only 32 bundles in 8 hours duty is not rational or logical. As per recommendations of M/s. IBCON 48 bundles for 8 hours working, 56 bundles for 9 hours working is recommended. It is accepted by Government and recognized Union. Employees have been giving 56 bundles at final counting stage as normal production and earning incentive for additional production above the base level during 1-1-78 to 2-7-84. Management denies that employees were giving production of only 32 bundles. The norms of normal production during 8 hours working has been fixed for various action taking final output. 48 bundles for 8 hours at final counting and 56 bundles for 9 hours at final counting. It is reiterated that incentive scheme was provided. That due to outstanding demands by various Union reduction in production has been resorted.

12. The Control Staff has boycotted overtime working with incentive on 24-1-90 onwards, therefore Press was put to normal working during 24-1-90 to 19-2-90. Union resorted to normal production of 48 bundles to 32 bundles in 8 hours. The agreement had reached between management and the Union in December 1977 and 11-9-83. Only after reaching agreement dated 9-3-90, Union started giving established production of 9 hours working : 56 bundles plus 20 bundles towards incentive per final counter. Workmen were earning incentive 40 - 45% for production achieved above the base level production of 56 bundles during 9 hours working. Management submits that for working less by one hour, the production cannot be 32 bundles per 8 hours. It is reiterated that normal base level production 48 bundles is proper and justified. All other contentions of Union that base level production of 32 bundles for 8 hours working has been denied. Management prays that if Union can accept 56 bundle without incentive for 9 hours working, it cannot be reduced to 24 bundles for reduction of 1 hour working. According to management, normal production for 8 hours should be 48 bundles not 32 bundles as claimed by the Union.

13. Union filed rejoinder at Page 11/1 to 11/13 reiterating its contentions in Statement of claim. That norms of production should be 32 bundles per 8 hours working and not 48 bundles claimed by the management. It is submitted that the work was extracted from employees giving different kind of incentives, promotions. The agreements were extracted from Union by coercive process. It is not only possible to give production of 48 bundles per 8 hours by the workmen. The claim of the management for production of 48 bundles is without justification and it should not be accepted.

14. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below :—

(i) Whether the workers of Bank Note Press, Dewas are required to give production of 48 bundles in 8 hours of normal working as claimed by the management of 32 bundles in 8 hours as claimed by the Union ?	Dispute under reference Cannot be effectively adjudicated for lack of proper evidence.
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### REASONS

15. The dispute under reference relates to whether the employees of Bank Note Press should give production of 48 bundles in 8 hours working as claimed by the management or 32 bundles in 8 hours as claimed by the Union. The pleadings between parties further shows that incentive scheme was introduced from 1-1-1978. As per pleadings of the management, the target of 1305 million

pieces of notes were to be produced as an index of 100% production. As per agreement dated 11-9-83, the incentive scheme was dispensed without changing the parameters. It was agreed to calculate 0.7% incentive for each 1% increase in production. As per Para 3(b) of said agreement, the base level output per shift in the control deptt. Was reckoned as 2.64 million pieces of the mixed denomination. Accordingly the employees were paid incentive w.e.f. 11-9-83. That introduction of 11 hours working was introduced in June 1994. The base level norms fixed were 3.384 million pieces per day. As per para-11 of the Written Statement, the workman could earn incentive upto 48% during 9 hours working and upto 64 to 68% during 11 hours working. However the evidence adduced by parties is not consistent with pleadings of the Union or management.

16. The identical affidavit of evidence filed by the witnesses for Ist party Union Dilip Surve and Motilal Turangariya. They have stated that in larger interest of nation, workers agreed to give 32 bundles per day for 8 hours without deriving additional benefit. The management did not revert to 24 bundles for 8 hours but persistent with 32 bundles. The production of Bank Note Press started in 1975. At the time target was fixed for 24 bundles per day. In June 1975, emergency was declared. Taking advantage of the emergency, the management again increased the production to 40 bundles for 9 hours. Incentive scheme came into force from 1-9-77 implemented on 1-1-1978. The agreement with management that both Union shows 9 hours working production norms 1305 million notes. Any of such agreements are not produced on record. It is not understood whether all such agreements were in writing or oral. Shri Dilip Surve in his cross-examination says benefit of incentive scheme of 1978 was taken by him and members of the Union. That his Union had not entered in agreement of 1984 for giving production of 48 bundles for 8 hours working. Shri Motilal Turangariya in his cross-examination denies that as per incentive scheme production of 48 bundles in 8 hours working, 56 bundles in 9 hours working, 72 bundles in 12 hours working was to be given. In his further cross-examination, he says that in 1984, incentive scheme was introduced. He has not produced any document about protesting the incentive scheme.

17. Shri S.K. Mathur in his affidavit of evidence supported the management's claim of giving production of 48 bundles in 8 hours working, 56 bundles in 9 hours working. As per study report submitted by IBCON, each final counter has to count 8000 notes per hour. In his cross-examination, said witness says that his affidavit is based on record. The incentive scheme introduced by management was accepted by the Union. Said agreement was entered in 1977. The witness was unable to tell whether the agreement was signed by the office bearers of Bank Note Mudranalaya Shramik Sangh. Said Bipartite Agreement was not produced in Court. He denies that incentive scheme is not bearing signature of any of the office bearers of the Trade Union.

As per IBCON report, production of 56 bundles is to be given for 9 hours working, 48 bundles for 8 hours working. He denies that in 1985 there was agreement of giving production of 32 bundles for 8 hours. He denies that out of 8 hours working, 4 hours are wasted for search and other formalities of the employees. He agrees that in affidavit of evidence of Motilal, Para 19 to 21 during emergency period, the workers were giving production of 64 bundles in 9 hours working. Those employees were paid over time for one hour.

18. The evidence of management's witness Shri S. B. Deshmuch supported claim of management as per IBCON study report. In para-8 of his affidavit he has stated that for 8 hours working production of 48 bundles and for 9 hours working 56 bundles is required to be given. Each final counter has to count 8000 notes per hour. In his cross-examination, he says that he joined Bank Note Press in 1973. Printing started in 1974, finishing started in 1975. That in place of old machines of 1975, new machines are installed in 1988. That Bank Note Press started working initially 24 bundles production was given. The production was increased to 32 bundles. The evidence of witnesses for Union or the management is not based on any practical study or scientific study of the motion of machine and working speed of the employees. The evidence of the management's witness Shri Dahake is also on the same lines.

19. The Bank Note Press was started in 1975. Incentive scheme was introduced from 1-8-78. Said incentive scheme was discontinued in 1983 when agreement was entered between management and the Union. As per the said agreement for increase of 1% in production, incentive of 0.7% was to be paid to the employees. Those agreement are not produced on record. Annexure III & IV and motion study report alleged to be submitted by IBCON mainly deals with payment of incentive to the employees for improvement in their performance beyond prescribed level. The production on account of working for more than 54 hours per week. That no person will be entitled to incentive payment for the period he is absent. Calculation of incentive payment is on the basis of basic pay only. Incentive payment will not be taken into account for computation of over time allowance etc. the norms of 100%, 120% per man day or machine day for 9 hours work. In Para-6 of Annexure IV rates of incentives are prescribed. The base level production 75% utilization of machine, incentive payment of 40% of basic pay for 100% production, incentive payment of 60% of basic pay for 120% production 60% of basic pay and same varies with different categories of employees. Normal production norms in terms of bundles of notes to be produced is not prescribed in Annexure IV. In Annexure V, there is reference of standard strength of workman as recommended by M/s. IBCON and accepted by the Government. The final output

of 1305 million pieces of notes. 100% production index and 1565 million piece of notes at 120% production index per annum will be obtained which will be computed as 4.4 million pieces and 5.28 million pieces of notes per day respectively. It doesnot refer to the bundle of notes to be produced. Annexure V further refers to final counting will have to count not less than 76 bundles and 92 bundles per day (9 hours working) respectively. It is not signed by the office bearers of the Ist party Union. How the norms of production were recommended in Annexure V has not come on record. Union doesnot get opportunity to cross-examine the material witness what were the criterias adopted while recommending the production of bundles of notes in Annexure V. in absence of such evidence, claim of the management that production of 48 bundles in 8 hours working should be fixed cannot be accepted. Though the Union is claiming that there was agreement for giving production of 32 bundles in 8 hours, any such agreement is not produced or proved from the witnesses of the Union. Rather it is not happy to state that the documents produced by the parties, no case is taken to prove the same. Mere production of document cannot be accepted as legal evidence.

20. Management's witness Shri K. K. Padit tried to support claim of management for production norms 48 hours per 8 hours. He has also given details of about initial working of Bank Note Press since 1975, appointment of IBCON for study of man motion and machine motion. In his cross-examination, said witness says he never worked in the Factory. The documents seen by him before drafting his affidavit are produced along with Statement of Claim. That in 1975, production started. The work load of employees was not fixed as employees were not trained. Work load was fixed as introduction of incentive in 1975, 8 hours was increased to 9 hours per day. He was unable to say the date. The final target for 8 hours working was 24 bundle. In 1977, working hours increased to 9 hours. He was unable to say after increase to 9 hours per day, the target was fixed as 32 bundles or not. In 1975, IBCON was appointed by Govt. of India to study. He admits that in said study committee, Union representative was not included. The committee submitted its report in 1977. He denies that as per report of said committee, working hours were fixed 8 hours per day, target of production 32 bundles. He denies that management has assured if requirement was reduced from RBI, the production norms would be fixed as 24 bundles. He claimed ignorance whether employees were directed to give production of 24 bundles, 32, 40, 48, 64 bundles. When any of the employees were not included in IBCON Committee, any of the Investigator who had prepared report of IBCON Committee is not examined to prove what was the basis for calculating the targeted production. The report submitted by IBCON Annexure IV, V cannot be a proper basis for deciding the norms of production.



21. No evidence has come on record about the working capacity of the employees. The speed in which the machines could work and the normal production could be given on such machine by the employees. In absence of such evidence, the norms of production claimed by management 48 bundles cannot be fixed. Union prays norms should be fixed 32 bundles. They are already giving production at such rate. However no agreement between Union and the management is produced on record. Therefore I donot find it proper to fix norms of 32 bundles for 8 hours working claimed by the Union. The evidence on record shows Bank Note Press started functioning in 1975 during days of emergency, the working hours and production norms were increased. As per pleadings, there were subsequent agreements but those agreements are not proved. The evidence further shows that incentive scheme was discontinued in 1983-84. Incentive Scheme as per IBCON report was discontinued. It cannot be the basis for determining the norms of production discussed above. Proper evidence is not adduced by the parties for deciding norms of production for 8 hours working of employees therefore the claim of either parties cannot be accepted with regard to norms of production. The dispute cannot be decided for want of proper evidence. Accordingly I record my finding.

22. In the result, award is passed as under:-

- (1) For want of proper evidence for deciding norms of production, claim of Union for giving production of 32 bundles for 8 hours, claim of management giving 48 bundles for 8 hours is not accepted. The dispute could not be decided for want of proper evidence.

R. B. PATLE, Presiding Officer

नई दिल्ली, 5 मार्च, 2014

**का.आ. 1083.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार असिस्टेंट इंजीनियर माइक्रोवेव मैन्टेनेन्स के भारत संचार निगम लिमिटेड, रतलाम के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/आर/15/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-2014 को प्राप्त हुआ था।

[सं. एल-40012/48/2006-आई आर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 5th March, 2014

**S.O. 1083.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. CGIT/LC/R/15/2007) of the Central Government Industrial Tribunal/

Labour Court, Jabalpur now as shown in the the Annexure in the Industrial Dispute between the employers in relation to the management of The Assistant Engineer, Microwave Maintenance, Bharat Sanchar Nigam Ltd. Ratlam and their workmen, which was received by the Central Government on 4-3-2014.

[No. L-40012/48/2006-IR (DU)]

P. K. VENUGOPAL, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/15/2007

Shri R. B. Patle, Presiding Officer.

General Secretary,  
SC/ST/OBC Karmchari Kalyan Parishad,  
9, Sanwer Road,  
Ujjain

... Workman/Union

#### Versus

The Asstt. Engineer,  
Microwave Maintenance,  
Bharat Sanchar Nigam Ltd.,  
O/O. Divisional Engineer,  
Microwave Maintenance,  
HPO Compound,  
Ratlam (MP)

... Management

#### AWARD

(Passed on this 13th day of February, 2014)

1. As per letter dated 9-1-2007 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section 10 of I.D. Act, 1947 as per Notification No. L-40012/48/2006-IR (DU). The dispute under reference relates to :

“Whether the action of the management of Assistant Engineer, Microwave Maintenance, BSNL, Ratlam in terminating the services of their workman Shri Noor Mohammed S/o Shri Hameed Shah w.e.f. 4-1-92 is legal and justified? If not, to what relief the workman is entitled to?”

2. After receiving reference, notices were issued to the parties. Workman filed statement of claim at Page 3/1 to 3/5. Case of workman is that he was working from 1-10-86 to 4-1-92 with IInd party. He had worked more than 240 days during each calendar year, his services were terminated without notice without paying retrenchment compensation, in violation of Section 25-F of I.D. Act. He further submits that he was working in Microwave Project Ahmedabad at Khachrod station. He was engaged by Assistant Engineer on daily wages Rs.26 as watchman. The work of said

Microwave Project was completed in September 1990. The project was handed over for maintenance. He was working in maintenance Ratlam from October 90 to 4-1-92 while Mr. Dhanwani were Assistant Engineer. That he was covered as workman under Section 25-B of I.D. Act. His services are terminated in violation of Section 25-F, G & H of I.D. Act. principles of first come last go was not followed. That he was not engaged when other persons were engaged after his services. That his name was appearing at Sl.No.34 in the list while working in Ahmedabad Microwave Project. On such ground, workman is praying for his reinstatement with consequential benefits.

3. Workman died during pendency of reference, his widow Smt. Jahar.B is substituted as LRs.

4. IInd party filed Written Statement. Preliminary objection is raised that the reference is not tenable. Workman had worked for 96 days in 1991, 134 days in 1991-92. Ahmedabad Microwave Project is different. Maintenance Ratlam is not concerned with it workman has not completed 240 days continuous service. It is denied that workman was engaged as Assistant Engineer on daily wages from 1-10-86. The documents relied by workman are denied. Workman is not entitled to protection of Section 25-F of I.D. Act. IInd party prays for rejection of claim.

5. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below :—

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(i) Whether the action of the management of Assistant Engineer, Microwave Maintenance, BSNL, Ratlam in terminating the services of their workman Shri Noor Mohammed S/o Shri Hameed Shah w.e.f. 4-1-92 is justified? In Negative

(ii) If not, what relief the workman is entitled to? As per final order.

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#### REASONS

6. Workman is challenging legality of termination of his services claiming that he was working as daily wages as watchman from 1-10-86. In Ahmedabad Microwave Project. Said project was handed over for maintenance to Ratlam office, he was working till 4-1-92. His services are terminated without notice. IInd party denied all above contentions of workman. However Written Statement is filed only by Divisional Engineer Ratlam. The reference order shows that Director, Sanchar Bhawan New Delhi is also party to the reference. Said authority has not caused appearance.

7. Workman filed affidavit of his evidence supporting his claim but he could not be made available for cross-examination as he died during pendency. Documents Exhibit W-1, W-2 admitted by IInd party shows deceased workman worked for 96 days in 1991, 134 days in 1991-92. No other evidence is produced by workman or his LRs about the deceased had completed more than 240 days working. The evidence of management's witness S.S.Tiwari is devoted on most of the contentions raised in Written Statement that workman had not completed 240 days continuous service during any of the year. In his cross-examination management's witness admitted documents Exhibit W-3, W-4. Exhibit W-4 shows that gratuity amount of Rs. 9692 was paid to the deceased. Said document does not show the actual working days.

8. Widow of workman filed his affidavit stating that her husband was continuously working from October 86 to September 1990. Her husband was continuously working for 5 years and 3 months till November 1991. Her husband was paid gratuity Rs. 9692 by Bank in UBI. Management did not cross-examine her. Her evidence remained unchallenged. I find no reason to disbelieve her evidence. Evidence of widow of workman is corroborated by document Exhibit W-4. The services of deceased workman are terminated without issuing notice, no retrenchment compensation is paid to him. Workman was working for more than 5 years. Therefore I record my finding in Point No.1 in Negative.

9. Point No.2- In view of my finding in Point No.1, question arises whether workman is entitled for back wages. Workman has died during pendency, there is no question of his reinstatement or back wages. Workman had completed service more than 5 years. His services are terminated in violation of Section 25-F of I.D. Act. Therefore the Ist party workman is entitled for reasonable compensation. Considering deceased workman was working for more than 5 years in the Microwave Project of Telecom, compensation Rs. 75,000 would be proper. Accordingly I record my finding on Point No.2.

10. In the result, award is passed as under :—

- (1) The action of the management of Assistant Engineer, Microwave Maintenance, BSNL, Ratlam in terminating the services of their workman Shri Noor Mohammed S/o. Shri Hameed Shah w.e.f. 4-1-92 is illegal.
- (2) IInd party is directed to pay compensation Rs. 75,000 to the LRs of the deceased workman.

Amount as per above order shall be paid to workman within 30 days. In case of default, amount shall carry 9% interest per annum from the date of award till its realization.

R. B. PATLE, Presiding Officer

नई दिल्ली, 5 मार्च, 2014

**का.आ. 1084.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ऑफिसर-इन-चार्ज, सेंट्रल फ्यूल रिसर्च इंस्टिट्यूट, बिलासपुर के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/आर/51/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-2014 को प्राप्त हुआ था।

[सं. एल-42011/102/99-आई आर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 5th March, 2014

**S.O. 1084.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. CGIT/LC/R/51/2000) of the Central Government Industrial Tribunal/Labour Court Jabalpur, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of The Officer-in-charge, Central Fuel Research Institute, Bilaspur and their workmen, which was received by the Central Government on 4-3-2014.

[No. L-42011/102/99-IR (DU)]

P. K. VENUGOPAL, Section Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT, JABALPUR**

**No. CGIT/LC/R/51/2000**

Shri R. B. PATLE, Presiding Officer

The Secretary,  
Audhyogik Kshetra Mazdoor Sangh,  
No. D/192, Agneynagar,  
Bilaspur . . . Workman/Union

**Versus**

The Officer-in-charge,  
Central Fuel Research Institute,  
Unit No.27, Khuli Chowk,  
Post Box No. 41,  
Bilaspur . . . Management

**AWARD**

(Passed on this 12th day of February, 2014)

1. As per letter dated 2-3-2000 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of I.D. Act, 1947 as per Notification No.L-42011/102/99-IR(DU). The dispute under reference relates to :

“ Whether the action of the management of Central Fuel Research Institute, Bilaspur (MP) in not treating S/Sh. 1. Kalidas Manikpury, 2. Jogiram, 3. Shathrugan Das, 4. Ramesh Das, 5. Johit Das, 6. Bohoranlal Yadav, 7. Aswini Kumar Lahore, 8. Chintharam Vasthrakar, 9. Vijay Kumar Bandhe, 10. Sadhelal Mohale, 11. Mahetar Das, 12. Churamani Das, 13. Santosh Kumar Yadav and 14. Atit Mashi as their regular employees and not paying their wages at par with their regular employees is justified ? If not, to what relief the workers are entitled ?”

2. After receiving reference notices were issued to the parties. Statement of claim is filed by all 13 workmen. It is submitted by workmen that management Central Fuel Research Institute, Bilaspur is undertaking of Govt. of India for research work in field of science and technology at Dhanbad. Its branch is at Bilaspur. Those workers were directly engaged by the institute on different dates during 1986 to 1997. They were terminated from 2-8-99. All the workmen submits that they were requesting management for payment of minimum wages declared by Govt. but no action was taken about their grievances. Application was filed by Audhyogik Kshetra Mazdoor Sangh for conciliation before the Assistant Labour Commissioner, Bilaspur. Agreement was entered on 4-5-99. Though management agreed claims of workman, however it started taking action discontinued services of workman in June-99 and August 99 by verbal order. Workmen submits that termination of their services is illegal. They pray for reinstatement.

3. IInd party filed Written Statement at Page 6/1 to 6/3. Claim of 1st party workman is denied. IInd party submits that CFRI is a research laboratory under the aegis of the council of Scientific and Industrial Research. CSIR is a registered society under the Societies Registration Act 1860. There are as many as 40 national laboratories engaged in R & D activities. There is no question of transferring their services to contractors. It is submitted that workmen used to unauthorisely enter the laboratory premises, shouting slogans and staging dharana in the campus. Workman used to threaten regular staff going to attend repair/maintenance work in the campus/colony . They even ventured to threaten to have a complete lock out of the laboratory. On such ground, management prays for rejection of the claim.

4. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below :—

(i) Whether the action of Termination of services of the management of Central Santosh Kumar Yadav is Fuel Research Institute, illegal.

Bilaspur (MP) in not treating S/Sh. 1. Kalidas Manikpury, 2. Jogiram, 3. Shathrugan Das, 4. Ramesh Das, 5. Johit Das, 6. Bohoranlal Yadav, 7. Aswini Kumar Lahore, 8. Chintharam Vasthrakar, 9. Vijay Kumar Bandhe, 10. Sadhelal Mohale, 11. Mahetar Das, 12. Churamani Das, 13. Santosh kumar Yadav and 14. Atit Mashi as their regular employees and not paying their wages at par with their regular employees is justified?

(ii) If not, what relief the workman is entitled to? As per final orders.

#### REASONS

5. Workmen are challenging termination of their services as per verbal order implying that the notice of termination of services was not issued to them, no retrenchment compensation was paid to them by IInd party. Management denied employer-employee relationship. All the workmen filed affidavit of their evidence. However except Santosh Kumar Yadav, other workman did not remained present for their cross-examination. As per ordersheet dated 9-5-07, evidence of workman/Union was closed observing that the only affidavit of Shri Santosh Kumar Yadav has been cross-examined shall be considered as the oral evidence of workman/Union and rest of the affidavit filed on behalf of Union shall not be read as evidence. Thus there is only evidence of Santosh Kumar Yadav in support of his claim. Said witness has stated that he was working in IInd party from 11-7-96 to 2-8-99. His wages were not paid. Suddenly his services were terminated without paying retrenchment compensation. Permission of Government was not obtained for termination of his services. That he was unemployed. In his cross-examination, Santosh Kumar Yadav says appointment letter was not given to him. He denied that he was engaged through contractor. That he never worked under any contractor. He claims ignorance about the contract system in IInd party. As discussed above, evidence of other workmen cannot be considered as they did not remain present for their cross-examination. IInd party did not adduce evidence. Evidence of IInd party was closed on 11-1-2011. IInd party has not produced any documents about its establishment is registered under Contract Labour (Regulation & Abolition) Act, 1970. No evidence is adduced by IInd party about functioning and activities carried by it. Therefore claim of IInd party that it being research

laboratory, provisions of I.D. Act are not applicable to it cannot be upheld. Mere pleading cannot take the place of proof. From evidence discussed above, it is clear that services of workman Santosh Kumar Yadav are terminated in violation of Section 25-F of I.D. Act. Accordingly I record my finding in Point No. 1.

6. In view of my finding in Point No.1, services of Shri Santosh Kumar Yadav are terminated in violation of Section 25-F of I.D. Act, question arises whether he is entitled for reinstatement with back wages. As per the evidence, he was working with IInd party from 1996 to 1999 for about 3 years. After termination of his services, he was unemployed. His evidence is silent whether he was engaged following recruitment process. Therefore in my considered view, reinstatement with back wages would not be justified. Reasonable compensation would be appropriate. In my considered view, considering the age and period of service rendered by Santosh Kumar Yadav compensation Rs. 75,000 would be reasonable. Accordingly I record my finding in Point No.2.

7. In the result, award is passed as under :—

- (1) Action of the management in terminating services of only Santosh Kumar Yadav is illegal. Claim of other 12 workmen are rejected.
- (2) IInd party is directed to pay compensation Rs. 75,000 to workman Santosh Kumar Yadav. Amount as per above order shall be paid to workman within 30 days. In case of default, amount shall carry 9% interest per annum from the date of award till its realization.

R. B. PATLE, Presiding Officer

नई दिल्ली, 5 मार्च, 2014

**का.आ. 1085.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ऑफिसर-इन-चार्ज, सेंट्रल प्यूल रिसर्च इंस्टिट्यूट, बिलासपुर के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/आर/191/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-2014 को प्राप्त हुआ था।

[सं. एल-16011/04/95-आई आर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 5th March, 2014

**S.O. 1085.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. CGIT/LC/R/191/96) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation



to the management of General Manager, Security Paper Mill, Hoshangabad and their workmen, which was received by the Central Government on 4-3-2014.

[No. L-16011/04/95-IR (DU)]

P. K. VENUGOPAL, Section Officer

# **ANNEXURE**

## **BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR**

**No. CGIT/LC/R/191/96**

Shri R. B. Patle, Presiding Officer.

General Secretary,  
SC/ST Backward and Minorities  
Employees Welfare Association,  
1/135, SPM,  
Hoshangabad . . . Workman/Union

## **Versus**

General Manager,  
Security Paper Mill,  
Hoshangabad (MP) . . . Management

## **AWARD**

(Passed on this 14th day of February, 2014)

1. As per letter dated 30-9/1-10/96 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section 10 of I.D. Act, 1947 as per Notification No. L-16011/4/95-IR (DU). The dispute under reference relates to :

“Whether the action of the management of Security Paper Mill in not promoting Shri R.K.Mehto being senior most is justified? If not, to what relief he is entitled to ?”

2. After receiving reference, notices were issued to the parties. Ist party Union filed Statement of claim on behalf of workman. Case of Union is that workman Shri R.K.Mehto is its member. That workman is senior most. That his junior is promoted vide order dated 2-1-93. That Shri R.K.Mehto was working as writer from April 1983. The names of employees as per seniority are shown in Para-4 of the statement of claim. Shri K.S.Thakur is shown senior most writer. The name of Shri R.K. Mehto appearing at Sl.No.6 , Shri S.S. Imna at Sl. No. 9- ST category. That K.S.Thakur and Imna were promoted as canteen supervisor as per order dated 12-1-93. That workman Shri R.K.Mehto is superseded. That workman

R.K. Mehto was working as writer for 9 years as on 1993, considering his qualification and experience, he was eligible for promotion to the post of Canteen supervisor. However Mr. K.S.Thakur and Imna were promoted.

3. That in 1982 Shri K.S.Thakur was assigned work of Assistant Canteen Supervisor. After few months, he refused to continue. He went back to his parent department. In 1991, he was offered post of canteen supervisor but he refused to accept. In his place, Shri Chandramani was promoted. As per order dated 16-11-92, he was offered post of Store Assistant. Shri K.S.Thakur refused to accept said post. He repeatedly refused promotions without justification. Workman have submitted representation dated 4-1-93 objecting to promotion of Shri K.S.Thakur and Imna. It was not considered. Shri S.S.Imna was promoted from 22-12-92 in General quota and not in Reserved quota. The seniority and right of workman is ignored by the management. Shri S. L. Uikey belonging to ST category was senior to Imna and workman Mehta. Shri S. L. Uikey was promoted on 30-3-94 only after he had raised objection to the post of Imna. To be precise, workman submits that he is denied promotion and Imna, junior to him is promoted superseding the workman. On above ground, workman prays for his promotion from the date Shri Imna was promoted.

4. IInd party filed written Statement at 5/1 to 5/6. IInd party submits that workman Shri R.K. Mehto does not belong to Reserved categories. He cannot be represented by Ist party Union as he also does not belong to minority community. Union has no locus to represent the workman. It is further submitted that N.P.C. conducted job study of the mill and its recommendations were approved by Govt. are implemented from 21-10-92. That 5 post of canteen supervisor Grade “C” in Pay Scale 1350-2200 were upgraded. Two existing Assistant Canteen supervisor were also upgraded. 3 remaining post were filled by promotion. That as per draft recruitment rules in whole 50% of vacancies are filled from Head cooks possessing the educational qualifications of matriculation or equivalent with 2 years regular service in the scale of Rs. 1320-2040 failing which from cooks not possessing the said qualifications with 4 years regular service in scale of Rs. 1200-1800, failing which from Lower Division Clerks with 7 years regular service in the scale of Rs. 950 -1500 were eligible. Remaining 50% post were to be filled by promotion of writer (unclassified industrial force) of various sections with 2 years regular service in the scale 1320-2040. As 2 posts in the promotion roster ( point No.1, 2) were already filled up, the vacancies for promotion fell at Point No. 3, 4 and 5 of the roster out of which Point No. 4 was reserved to ST. The two vacancies falling under Point No.3 and 4 were subsequently filled by promotion one by a General Candidate senior to Shri R.K.Mehto-

workman (Shri K.S.Thakur) and ST candidate (Shri Imna). That the writers have another promotional channel to the post of time keeper. Shri R. K. Mehto along with two other writers were promoted to the post of time keeper vide order dated 6-8-93. Shri R.K. Mehto refused said promotion twice submitting application dated 26-8-93 and 1-9-93. His name was deleted from promotion orders. That 5th vacant post of canteen supervisor was earmarked for cooks/LDCs filled by promotion on adhoc basis by Shri S.L.Uike (ST-category) by virtue of his seniority. When there was subsequent vacancy, Shri R.K. Mehto was promoted on adhoc basis from 1-1-97. He is regularized from 24-12-98. All other adverse allegations of workman are denied by IInd party. It is submitted that workman is not entitled to promotion in ST category when S.S. Imna was promoted. On such ground, IInd party prayed for rejection of claim.

5. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below :—

(i) Whether the action of the the management of Security Paper Mill in not promoting Shri R. K. Mehto being senior most is justified?	In Negative
(ii) If not, what relief the workman is entitled to?"	As per final order.

#### REASONS

6. Workman filed affidavit of his evidence covering his contentions in Statement of claim. That he is senior to Shri S.S.Imna who was promoted along with Shri K. S.Thakur as per order dated 2-1-93 as a canteen supervisor. Prior to it, Shri K.S.Thakur and Imna were given promotion of canteen supervisor for six months from 22-12-92 ignoring his claim for promotion. The workman had submitted representations against promotion of Shri S.S.Imna, copies of representations are produced, copies of order of promotion are produced. Workman was not cross-examined. His evidence remained unchallenged. Management did not adduce evidence though case was repeatedly adjourned. The evidence of workman remained unchallenged. Management failed to adduce evidence. Their pleadings cannot be treated as evidence of management. No evidence is produced that Shri S.S.Imna belonging to ST category, no evidence is produced about the roster points rather any documents about promotion given to Shri S.S.Imna are not produced. The management in its Written Statement has not disputed the seniority stated by the workman in Para-4 of the Statement of Claim. Apparently Shri R. K. Mehto is senior to Shri S.S.Imna, even Uikey belonging to ST category is senior to Imna,

Uikey was promoted in ST Category. When Shri K.S.Thakur and Shri Imna were promoted, action of the management superseding workman is illegal. Therefore I record my finding in Point No.1 in Negative.

7. In the result, award is passed as under :—

- (1) Action of the management of Security Paper Mill in not promoting Shri R.K.Mehto being senior most is illegal.
- (2) IInd party is directed to consider benefit of promotion to workman Shri R.K.Mehto from the date of promotion of his junior Shri S.S.Imna i.e. from 12-12-1992 and consequential benefits be allowed to the workman.

P. B. PATLE, Presiding Officer

नई दिल्ली, 18 मार्च, 2014

**का.आ. 1086.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एफ सी आई के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (संदर्भ संख्या 116/94) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-3-2014 को प्राप्त हुआ था।

[सं. एल-22012/135/एफ/1994-आई आर (सी-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 18th March, 2014

**S.O. 1086.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 116/94) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of FCI and their workmen, received by the Central Government on 18-3-2014.

[No. L-22012/135/F/1994-IR (C-II)]

B. M. PATNAIK, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/116/94

**Shri R. B. PATLE, Presiding Officer.**

Shri Dharamdeep Gajbiye,  
S/o Bhaudas Gajbiye,  
C/o. Madu Cycle Store,  
Shankarpura,  
Rajnandgaon

... Workman

**Versus**

The District Manager,  
Food Corporation of India,  
At & PO Durg (MP) . . . Management

**AWARD**

(Passed on this 20th day of February, 2014)

1. The Government of India, Ministry of Labour vide its Notification No.L-22012/135/F/1994-IR(C-II) dated 29-7-94 has referred the following dispute for adjudication by this tribunal :—

“ Whether the action of the management of Food Coporation of India in relation to their Rajnandgaon Depot in not including the name of Shri Dharmadeep Ganbiya, S/o Late Bhaudas Gajbiya, Hamal for departmentalization and in refusing her employment w.e.f. 1-4-1992 is lawful and justified ? If not, to what relief the concerned workman is entitled?”

2. No Dispute Award was passed by my learned predecessor in the matter on 25-11-99. Application is submitted by 1st party workman for setting aside no dispute award dated 25-11-99. He submitted that he could not appear in the reference proceeding. He had engaged Advocate Balbir Khanuja. His Advocate was to attend the reference proceeding but he remained absent. It was not proper to pass No Dispute Award. He prays for setting aside the same.

3. IInd party opposed the application of workman filing detailed reply that the application for restoration was not registered as MJC. The application is not tenable. That Central govt. vide order dated 29-7 -94 made reference to the Tribunal. The workman did not attend the proceeding after 27 -10-95, exparte order was passed against workman, no dispute award was passed on 25-11-99. That as per ratio held by Supreme Court in Bank's case, the application for setting aside exparte award should be filed within 30 days from publication of award. The Award was published on 11-1-2000. The application for setting aside award is filed on 29-3-2001 after 14 months is not tenable.

4. Workman did not adduce evidence in support of his application, management filed affidavit of witness Shri Parth shah on merit of the matter and not on the point of setting aside the no dispute award. The 1st party workman has failed to adduce evidence in support of his application. The application for setting aside no dispute award cannot be allowed. The application is rejected.

5. In view of No Dispute Award dated 25-11-99, the reference is closed.

R. B. PATLE, Presiding Officer

नई दिल्ली, 18 मार्च, 2014

**का.आ. 1087.**—औद्योगिक विवाद अधिनियम, 1947 ( 1947 का 14 ) की धारा 17 के अनुसरण में केन्द्रीय सरकार वेस्टर्न कोलफील्डस

लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट ( संदर्भ संख्या 101/94 ) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-3-2014 को प्राप्त हुआ था ।

[ सं. एल-22012/64/2004-आई आर ( सी-II) ]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 18th March, 2014

**S.O. 1087.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 101/94) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of WCL and their workman, which was received by the Central Government on 18-3-2014.

[No. L-22012/64/2004-IR (C-II)]

B. M. PATNAIK, Desk Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSIRIAL TRIBUNAL-CUM-LABOUR COURT,  
JABALPUR**

**No. CGIT/LC/R/101/94**

Shri R. B. PATLE, Presiding Officer

Regional General Secretary,  
Lal Jhanda Coal Mines Mazdoor Union,  
PO damua,  
Distt. Chhindwara (MP) . . . Workman/Union

**Versus**

The Manager,  
Damua Colliery of WCL,  
PO Damua, Distt. Chhindwara (MP)  
. . . Management

**AWARD**

(Passed on this 26th day of February, 2014)

1. As per letter dated 11-7-94 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section 10 of I.D. Act, 1947 as per Notification No. L-22012/64/04-IR(C-II). The dispute under reference relates to :

“Whether the action of the management, Damua Colliery of Western Coalfields Ltd at & PO Damua (MP) in terminating the services of Shri Mangloo S/o. Jethu, w.e.f. 9-4-92 is justified? If not, what

relief and emoluments the concerned workman is entitled ?”

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim at Page 5/1 to 5/4. The case of workman is that he was appointed on post of tub loader on 18-5-83 after notification through Employment Exchange Parasias. He was engaged on permanent nature of work in the coal mine. That while returning home on 31-3-94, he fell on well, he suffered compound fracture in his left hand. He was admitted in company hospital. He was also referred by management of Damua colliery to the hospital. However as he belong to ST, company hospital did not take his case. The compound fracture suffered by him was infected. He suffered with “Gas Gangrums”. He was referred for surgery to Medical College, Nagpur on 23-6-84. He further submits that he was denied proper facilities as per NCWA-I to IV. His left hand was amputated 8 inches from tip of acromion of left hand. He was rendered handicapped for negligence of the management. It resulted in stoppage of work. His services were terminated for false reason of absenteeism.

3. After his discharge from Medical College, Nagpur when he reported to Kanhan Area Hospital, the Medical Officer, Medical Suptd. did not take his case, he was not advised duties. He had submitted representation to General Manager on 25-10-85. That chargesheet was issued to him for unauthorized absence. He had denied the charges. The enquiry was not conducted properly. The Enquiry Officer shown personal interest out of bias. The chargesheet issued to him was vague. Specific period of absence was not stated in chargesheet. After his dismissal from service, he had raised dispute. On such grounds, workman prays for setting aside order of his termination dated 4-9-92 enquiry was completed exparte violating principles of natural justice.

4. IInd party filed Written Statement at Page 7/1 to 7/3. IInd party did not dispute that the workman was employed in Damua colliery since 1983 that he had suffered injury outside employment the injury was not concerned with the employment. It was totally unconnected with the employment of workman. That on humanitarian ground, workman was provided treatment in 1984. After his treatment, workman was found medically fit. He remained unauthorisely absent from April 1984. Chargesheet was issued to him on 24-11-92. Prior to it, chargesheet was also issued to him on 26-3-90. Before chargesheet was issued to him, the Union had raised dispute before Conciliation Officer. On 18-6-92, Desk Officer closed case on ground that Disciplinary proceeding is administrative function will not constitute industrial dispute. After closure of the dispute, chargesheet was issued on 24-11-92. IInd party submits that enquiry was properly conducted. Workman did not participated in enquiry despite of intimation given to him, enquiry is legal and proper. The punishment imposed

against workman is proper. Workman is not entitled to reinstatement.

5. Union filed rejoinder at Page 8/1 to 8/2 reiterating contentions in Statement of Claim. Management filed rejoinder at Page 10/1 to 10/2 reiterating contentions in its Written Statement.

6. Preliminary issue is decided by my predecessor vide order dated 19-4-12, enquiry is found not legal and proper. Management was given opportunity to prove misconduct.

7. Considering pleadings between parties and order on preliminary issue, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below :—

(i) Whether the charge of unauthorised absence are proved against workman from evidence in Enquiry Proceedings?	In Negative
(ii) Whether the punishment of termination from service imposed on workman is legal and proper?	In Negative
(iii) If so, to what relief the workman is entitled to?”	As per final order.

#### REASONS

8. As stated above, enquiry conducted against workman is found illegal. Management is given opportunity to prove misconduct of workman. The legal position is shattered that the evidence in Enquiry Proceedings cannot be considered. The workman died during pendency. His widow Jugni Bai is substituted as LR. She has filed affidavit of her evidence. She has stated that her husband had suffered injury in left hand. Application was submitted for declaring him unfit for duty. Her husband died on 4-9-07. In her cross-examination, she says that her husband was working in Nandan Mine No.24,25. Her husband had fallen in well. The well was in backyard of her house. She claims ignorance about enquiry conducted against her husband. IInd party filed affidavit of evidence of witness Shri Shyam Sunder Joshi. The witness of management says that workman Late Mangloo was employed in Damua colliery on piece rated basis since 1983. She sustained minor injury outside employment said injury was not concerned with employment. It was unconnected with his work. The workman remained unauthorisely absent from April 84, chargesheet was issued on 24-11-92 and 26-3-90. The injury suffered by workman was independent. The treatment was provided on humanitarian ground. Workman was declared fit on duty by Medical Officer. In his cross-examination management witness says that serious patient used to, be



referred to other hospital. In case patient could not be cured in Regional Hospital, such patients are referred to Medical Officer. He admits that deceased workman was referred to Nagpur for treatment. He claims ignorance whether his hand was amputated. Two charges were issued to workman for his unauthorized absence. Workman did not submit reply, he remained absent.

9. The evidence of management's witness clearly shows that workman was referred to Medical Officer, Nagpur. The evidence of widow of workman is clear that left hand of her husband was amputated 8 inches below the joint. The evidence of management's witness that workman was found fit by Medical Officer is not supported by document. When workman had suffered injuries, his left hand was amputated. Certificate of Medical Officer is not produced that workman was fit for duty. First chargesheet was issued after lapse of about 6 years in 1990 and IInd charge-sheet was issued in 1992. The delay in issuing chargesheet to the workman shows absence on bonafide on part of management. Delay in issuing chargesheet after such a long delay is not explained in evidence by management's witness. When no evidence is adduced about fitness of workman to resume duty, the termination of workman for unauthorized absence appears not justified. Counsel for management Mr. Shashi during course of argument, submitted that absence for more than 10 days is a misconduct. The injury suffered by workman is minor. Documents are not produced about the injuries. Exhibit W-2 is Medical Certificate issued by Medical Officer dated 15-10-93 certifying that left hand was amputated 4 inches below joint of workman Mangloo. Fitness certificate is not produced. Therefore I record my finding in Point No.1 in Negative.

10. Point No. 2—In view of my finding on Point No.1, management has failed to prove that deceased workman was unauthorisely absent from duty. Workman died during pendency of reference in 2007. Therefore there is no question of his reinstatement with back wages. Learned counsel for Ist party workman Mr. Verma submits that workman may be granted all reliefs under NCWA including appointment of son of deceased on compassionate ground. Such relief cannot be granted as terms of reference relates only to legality of termination of workman.

11. Considering the services of Ist party are terminated, however the charge of unauthorized absence is not proved, compensation Rs. 2,50,000 would be appropriate. The benefit of employment of dependents of deceased workman as per NCWA may be pursued separately. Accordingly I record my finding in Point No. 2.

12. In the result, award is passed as under :—

- (1) The action of the management, Damua colliery of Western Coalfields Ltd. at & PO Damua (MP) in terminating the services of Shri Mangloo S/o Jethu, w.e.f. 9-4-92 is proper and legal.

- (2) IInd party is directed to pay compensation Rs. 2,50,000 to LRs of deceased workman. The benefit of employment of dependents of deceased workman as per NCWA may be pursued separately.

Amount as per above order shall be paid to workman within six weeks. In case of default, amount shall carry 9 % interest per annum from the date of award till its realization.

R. B. PATLE, Presiding Officer

नई दिल्ली, 18 मार्च, 2014

**का.आ. 1088.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एफ सी आई के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 110/94, 111/94, 112/94, 114/94, 115/94 एवं 117/94) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-3-2014 को प्राप्त हुआ था।

[सं. एल-22012/121/एफ/1994-आई आर (सी-II),

सं. एल-22012/122/एफ/1994-आई आर (सी-II),

सं. एल-22012/123/एफ/1994-आई आर (सी-II),

सं. एल-22012/133/एफ/1994-आई आर (सी-II),

सं. एल-22012/134/एफ/1994-आई आर (सी-II),

सं. एल-22012/136/एफ/1994-आई आर (सी-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 18th March, 2014

**S.O. 1088.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 110/94, 111/94, 112/94, 114/94, 115/94 and 117/94) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, received by the Central Government on 18-3-2014.

[No. L-22012/121/F/1994-IR (C-II),

No. L-22012/122/F/1994-IR (C-II),

No. L-22012/123/F/1994-IR (C-II),

No. L-22012/133/F/1994-IR (C-II),

No. L-22012/134/F/1994-IR (C-II),

No. L-22012/136/F/1994-IR (C-II)]

B. M. PATNAIK, Desk Officer

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
JABALPUR**

Shri R. B. Patle, Presiding Officer

**CASE NO. CGIT/LC/R/110/94**

Smt. Budhia Bai,  
W/o Sukharu Yadav,  
Station Para, Ward No. 7,  
Rajnandgaon . . . Workman

**Versus**

The District Manager,  
Food Corporation of India,  
At & PO Durg (MP) . . . Management

**CASE NO. CGIT/LC/R/111/94**

Smt. Ganeshiya Bai,  
W/o Kartik Ram,  
Station Para, Gali No. 3,  
Rajnandgaon . . . Workman

**Versus**

The District Manager,  
Food Corporation of India,  
At & PO Durg (MP) . . . Management

**CASE NO. CGIT/LC/R/112/94**

Smt. Devbati Bai,  
W/o Shri Ram Prasad Yadav,  
Shanti Nagar, Ward No. 4,  
House of Ramdas  
Rajnandgaon . . . Workman

**Versus**

The District Manager,  
Food Corporation of India,  
At & PO Durg (MP) . . . Management

**CASE NO. CGIT/LC/R/114/94**

Smt. Pyari Bai,  
W/o Late Samlu Yadav,  
Station Para, Ward No. 7,  
House of Bhurandas  
Rajnandgaon . . . Workman

**Versus**

The District Manager,  
Food Corporation of India,  
At & PO Durg (MP) . . . Management

**CASE NO. CGIT/LC/R/115/94**

Smt. Sajan Bai,  
W/o Late Anand Ram Mahar,  
Chikali Ward No. 4,  
Near Jaiswal Floor Mill,  
Rajnandgaon . . . Workman

**Versus**

The District Manager,  
Food Corporation of India,  
At & PO Durg (MP) . . . Management

**CASE NO. CGIT/LC/R/117/94**

Smt. Parwati Bai,  
W/o Late Vitthal Mahar.,  
Shanti Nagar,  
Ward No. 4, Behind School,  
House of Ramdas Dhobi  
Rajnandgaon . . . Workman

**Versus**

The District Manager,  
Food Corporation of India,  
At & PO Durg (MP) . . . Management

**AWARD**

(Passed on this 20th day of February, 2014)

1. (a) The Government of India, Ministry of Labour vide its Notification No. L-22012/121/F/1994-IR(C-II) dated 27-7-94 has referred the following dispute for adjudication by this tribunal :—

“ Whether the action of the management of Food Corporation of India in relation to their Rajnandgaon Depot in not including the name of Smt. Budhia Bai W/o Sukharu Yadav, Hamal for departmentalization and in refusing her employment w.e.f. 1-4-1992 is lawful and justified? If not, to what relief the concerned workman is entitled ?”

(b) The Government of India, Ministry of Labour vide its Notification No. L-22012/122/F/1994-IR(C-II) dated 29-7-94 has referred the following dispute for adjudication by this tribunal :—

“ Whether the action of the management of Food Corporation of India in relation to their Rajnandgaon Depot in not including the name of Smt. Ganeshiya Bai W/o Kartik Ram, Hamal for departmentalization and in refusing her employment w.e.f. 1-4-1992 is lawful and justified? If not, to what relief the concerned workman is entitled?”

(c) The Government of India, Ministry of Labour vide its Notification No. L-22012/123/F/1994-IR(C-II) dated 29-7-94 has referred the following dispute for adjudication by this tribunal :—



“Whether the action of the management of Food Corporation of India in relation to their Rajnandgaon Depot in not including the name of Smt. Devbati Bai W/o Ram Prasad Yadav, Hamal for departmentalization and in refusing her employment w.e.f. 1-4-1992 is lawful and justified? If not, to what relief the concerned workman is entitled ?”

(d) The Government of India, Ministry of Labour vide its Notification No.L-22012/133/F/1994-IR(C-II) dated 29-7-94 has referred the following dispute for adjudication by this tribunal :—

“ Whether the action of the management of Food Corporation of India in relation to their Rajnandgaon Depot in not including the name of Smt. Pyari Bai W/o Late Samlu Yadav, Hamal for departmentalization and in refusing her employment w.e.f. 1-4-1992 is lawful and justified? If not, to what relief the concerned workman is entitled ?”

(e) The Government of India, Ministry of Labour vide its Notification No.L-22012/134/F/1994-IR(C-II) dated 29-7-94 has referred the following dispute for adjudication by this tribunal :—

“ Whether the action of the management of Food Corporation of India in relation to their Rajnandgaon Depot in not including the name of Smt. Sajan Bai W/o Late Anand Ram Mahar, Hamal for departmentalization and in refusing her employment w.e.f. 1-4-1992 is lawful and justified? If not, to what relief the concerned workman is entitled ?”

(f) The Government of India, Ministry of Labour vide its Notification No.L-22012/136/F/1994-IR(C-II) dated 29-7-94 has referred the following dispute for adjudication by this tribunal :—

“ Whether the action of the management of Food Corporation of India in relation to their Rajnandgaon Depot in not including the name of Smt. Parvati Bai W/o Late Bitthal Mahar, Hamal for departmentalization and in refusing her employment w.e.f. 1-4-1992 is lawful and justified? If not, to what relief the concerned workman is entitled ?”

2. After receiving reference, notices were issued to the parties. Ist party workman have filed their Statement of claim in respective references. The Statement of claim filed by workmen are identical. In R/110/94, workman Budhiya Bai has contented that she was working for 18 years, in R/111/94, Smt. Ganesha Bai submits that she was working in Rajnandgaon Depot for 18 years, R/112/94, workman Devbati Bai submits that she was working for 13 years, in R/114/94, workman Pyaribai submits that she was working for 18 years, R/115/94, workman Sajan Bai has submitted that she was working for 15 years, in R/117/94 workman

Smt. Parvati Bai has pleaded that she was working for 9 years in Rajnandgaon depot of FCI. That their services were orally terminated from April - 1992. Termination of their service is illegal. All those workmen were not served with any chargesheet, no Departmental Enquiry was conducted against them, they were not given opportunity of hearing. Their termination amounts to retrenchment, they were terminated without notice, the retrenchment compensation was not paid to them. Termination of their service is in violation of Section 25-F of I.D.Act.

3. Workman in R/111/94- Smt. Ganesha Bai, R/112/94- workman Devbati Bai, in R/114/94- workman Pyaribai and in R/117/94- Smt. Parvati Bai died during pendency of reference, their LR's are brought on record.

4. All the Ist party workmen have pleaded that after their termination from service, Hafiz Khan, Shankar Sahu & Santosh Sahu are engaged by IInd party in Rajnandgaon Depot. Workmen were not given opportunity for employment. IInd party has violated section 25-H of I.D. Act. That IInd party has discriminated those workmen not regularizing their services. The termination of their service is illegal. All the workmen prays for their reinstatement from 1-4-92 with consequential benefits.

5. IInd party has filed separate Written Statement in all the cases. Written Statement filed by IInd party in all cases are identical. The case of the IInd party is that FCI is a Corporation established by Food Corporation Act, 1964 by Parliament. The corporation is required to deal with procurement/storage and distribution of food grains through out the country so as to reach the poorest of the poor as per the National Policy on distribution of food grains in the country. The contractors so appointed is paid for the work done at the prescribed rate per bag. The contractor is not paid as per the number of the workers employed by them. That it is entirely looking out of the contractor to find its labour and get the work done. IInd party has no disciplinary or administrative control over the labours employed by the contractor. The nature of work and quantum of work varies from time to time depending upon various facts like Govt. Policy, import policy, success of crops, procurement, target etc.

6. Prior to 1-4-91 i.e. after prohibition of contract labour, notification issued by the Govt. of India dated 7-9-90, 11-9-90, the handling work in the depots was carried by Handling Transport Contractors only. The IInd party denied that all the workmen were working as its employee for the period claimed by them. It is denied that those workmen were employed by FCI. As per IInd party, FCI used to engage handling contractors for 2 years at Rajnandgaon godown. Such contractors used to engage his own labours from open market. Wages used to be paid by contractor as per schedule of rates. IInd party has given details of the contractors in 1983 to 1985—Shri Om Prakash Agrawal, from 1985 to 1986—Shri Girish Kumar, from 1986

to 1988—Shri Pradip Kumar Mirani & from 1988 to 31-3-1991- Universal Transport were engaged as contractors at Rajnandgaon depot. The 1st party workman never worked as employees of FCI. There was no question of terminating their services by the IInd party. It is reiterated that the workmen were not employees of FCI. There was no question of issuing show-cause notice or issuing notice to them by IInd party. IInd party has not terminated their services. There is no question of violation of Section 25-F of I.D.Act by IInd party. There was no question of paying retrenchment compensation. Govt. of India, Ministry of Labour issued notification dated 1-09-90, 11-11-90 in exercise of powers conferred by Section 10(1) of Contract Labour (Regulation and Abolition) Act, 1970. The employment of contract labour prohibited in godown at Rajnandgaon Depot of FCI. The FCI workers Union was pressing for implementation of those notification. On demand of FCI Workers Union, agreement was signed on 12-4-91 between the management of FCI and the Union for departmentalization and regularization of labours.

7. It is submitted that in terms of agreement requirement of handling labours was assessed on the basis of work done during preceding 3 months, ancillary labours as per storage capacity of the labours per 5000 metric tonnes. It was agreed that management shall provide biodata forms to FCI Union for number of hands to assist would be filled by workers themselves. The Committee was appointed for finalizing list to ascertain physical fitness and age of the labours. The management was to consider such list. The labours of Food supply Depot, Rajnandgaon have been regularized from 1-4-91. The handling contract was terminated, the strength of handling and ancillary labour was assessed considering the work done during 3 preceding years from 1988 to 1991. The capacity of the depot as per biodatas submitted by FCI Workers Union. 98 handling and 60 ancillary labours were regularized at Rajnandgaon Depot of FCI. The identification was conducted by FCI management. The names of 1st party workers were not appearing in the said list. Therefore there was no question of regularizing their services. On such ground, IInd party prays for rejection of claim of the workmen.

8. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below :—

(i) Whether the action of the management of FCI in relation to Rajnandgaon Depot in not including names of workmen Smt. Budhia Bai in R/110/94, Smt. Ganeshiya Bai in	In Negative
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R/111/94, Smt. Devbati Bai in R/112/94, Smt. Pyari Bai in R/114/94, Smt. Sajan Bai in R/115/94 & Smt. Parwati Bai in R/117/94 for departmentalization and refusing employment to them w.e.f. 1-4-97 is legal ?

(ii) If so, to what relief the workman is entitled to ?” As per Final Order

### REASONS

9. 1st party workmen in above references are claiming that they are illegally denied regularization/departmentalization, their services are illegally discontinued in violation of Section 25-F of I.D.Act. that other employees are engaged by IInd party management. 1st party workmen are not given opportunity of re-employment in violation of Section 25-H of I.D.Act. The above material contentions of workmen is denied by the management. The management is contending that there is no employer employee relationship. IInd party management was engaging contractors and contractor was to engage workman for fulfilling the work as per contract. 1st party workman in R/110/94 Budhia Bai filed her affidavit of evidence stating that she was working for 19 year in FCI Depot, Rajnandgaon. She was doing work of filling, sticking the grain bags, cleaning the depot, she was illegally discontinued from April 1992 without notice, retrenchment is not paid. She has completed 240 days continuous service during each of the year but she is un-employed. Affidavit of Binda Om Prakash is filed supporting claim of workman. That workman was working in FCI, Rajnandgaon depot, her service were discontinued without notice. Identical affidavit are filed in R/111/94 of Legal heir Sakun Bai and witness Binda Bai, in R/112/94 affidavit of Devbati Bai, witness Binda Bai, in R/114/94 affidavit is filed of Rasmat Bai and witness Binda Bai, in R/115/94 affidavit is filed of Sajan Bai and witness Binda Bai, in R/117/94 affidavit is filed of Valindra, LR of deceased Parvati Bai and witness Binda Bai. Affidavit filed in all the matters are identical. That 1st party workmen were working in FCI continuously working for the period stated in the affidavit as employees of the FCI, their services were terminated without notice, retrenchment compensation was not paid.

10. Workman Smt. Budhia Bai in R/110/94 was not cross-examined as she died during pendency of the reference. Witness Binda Bai in her cross-examination says that she is hard of hearing, her vision is weak, she was unable to tell her date of birth. She has one brother, she was unable to tell his date of birth, age of witness is 70 years. She claimed ignorance when the workman was engaged in FCI Depot. She denied that prior to 1990, the FCI was engaging contractors, she claimed ignorance

about the agreement about the agreement between FCI workers Union and the management. That her affidavit is adopted by the Advocate. She was not collecting the contents in her affidavit.

11. In R/111/94, LR of deceased workman in her cross-examination says her mother died 3 months before. Her evidence was recorded on 25-9-01, age of her mother was 70 years. That she had married 9 years before. She was residing separately from her mother. That her mother was not working under contractor. Binda Bai in her cross-examination says that she was working in FCI godown between 1993 to 1994- 10 AM to 5 PM. She was doing work of cleaning godown. She was paid weekly wages. That she had no documents about employees regularized by IInd party. Devbati Bai workman in R/112/94 was not subjected to cross-examination. The evidence in cross-examination of witness Binda Bai shows that Devbati Bai workman died 6-7 years before recording of her evidence on 22-2-2011. In R/I14/95, workman Rasmat Bai says she is only LR of her mother. She is married, she is working as labour. She was separately residing from her mother and working as labour. That age of her mother at time of her death was about 60 years. Witness Binda Bai in her cross-examination says Pyari Bai died 4-5 years before. In R/115/94, workman Sajan Bai has stated that she was working for 19 years in Rajnandgaon Depot. Her services were terminated without notice in April 1992. She has completed 240 days continuous service during each of the year. In her cross-examination workman was unable to tell her date of birth. She was also unable to tell date of birth of her brother. That she had one son and daughter. They are also placed with the child. She was unable to tell her age saying that her hairs were white. She claims ignorance that prior to 1990, FCI was engaging contractor for the work. She denies to have work under contractor. That 98 Hammals and 60 Rejas are regularized in Rajnandgaon Depot. Witness Binda Bai in her cross-examination says that Sajan Bai was working since prior to her. She was discontinued in 1992. Sajan Bai was working on daily wages. Weekly wages were paid to them. In R/117/94, Valindra in her cross-examination says that her mother died 1 year before. She was married 11 years back, her son is of 17 year of age. Her mother died in age of 60 years. The evidence of witness is recorded on 25-9-01. Witness Binda Bai in her cross-examination Parvati Bai died 8-9 years before leaving son and daughter. She claims ignorance what her son and daughter are doing. To be precise, workmen were working in FCI is challenged. All the workmen and their LRs however denied that workmen were working under contractors.

12. 1st party workmen have not produced any document that they were working under IInd party FCI.

13. Management filed affidavit of its witness Shri B.L. Parte in all the cases. However said witness was not produced for cross-examination. Management then filed affidavit of its witness Parth Shah. The management's

witness in his affidavit of evidence has stated that FCI was engaging periodical contractors for 2 years, work of handling food grains. The contractor was engaging labours. The workmen were not engaged by the FCI. Their services were not terminated by FCI. That names of different contractors are shown in para-5 of the affidavit. In 1983 to 1985—Shri Om Prakash Agrawal, from 1985 to 1986- Shri Girish Kumar, from 1986 to 1988 - Shri Pradip Kumar Mirani & from 1988 to 31-3-1991—Universal Transport were engaged for handling and transport work at Rajnandgaon depot. As per agreement between IInd party and FCI Workers Union dated 14-4-91, the list of employees was submitted that 98 employees were regularized for handling and 60 employees regularized for ancillary work. Said witness in cross-examination in R/114/94 and his cross-examination is adopted in other references. Management's witness Parth in his cross-examination says after discontinuing contract system, some employees were regularized. Guidelines were prepared for regularization of contract labours. He had seen list of the employees regularized. He was not sure whether the documents seen by him were produced on record. The witness shown his readiness to produce the list and documents. During 1981 to 85, contractor was paying minimum wages or not, the witness was not sure his labours were engaged by the contractor. Mr. Hafiz Khan, Shankar Sahu & Santosh Sahu were not contractor's labours. He claims ignorance whether their services were regularized by IInd party. Witness denies suggestion that he deliberately deposed falsely for awarding claim of the workman.

14. Written notes of argument is submitted by counsel for IInd party reiterating contentions of the IInd party in their Written Statement. IInd party has produced documents copies of agreement between management of FCI and workers Union dated 12-4-91. The list of employees regularized is also produced in all the references.

Clause 3(a) of the Agreement provides- the strength of the labour force in each godown shall be arrived at by taking into account the per capita output of 90 bags per worker per day on the basis of average output in all operations per year during the preceding three years. The Union shall also be associated in the assessment. A provision for leave reserve and weekly off etc. would be kept at 27% of the approved strength. In case of siding godowns there will be additional 10%.

Clause 3(b) provides in addition to the aforesaid assessment of manpower, additional hands as ancillary labour shall also be employed as per the work load and capacity 4 Ancillary labour for 5000 MT capacity.

Clause 3(c)—the management shall provide biodata forms to the Union for the number of hands so assessed which would be filled in by the workers and furnished by the Union to the management. The biodata so furnished will be jointly examined by the management and the Union.



The age of the workmen whereafter the management shall issue identity cards to the workers concerned.”

The terms of the agreement clearly shows for regularization of labours working with contractors, the list was to be finalized with the help of the Union, 98 employees and 60 ancillary workers were regularized. The names of all those workmen are not appearing in it. The evidence of management's witness is not disclosing reasons why the Ist party workmen were not regularized, why their name were not included in the list of employees submitted for regularization. Any office bearer of the Union is not examined why the names of workmen were not included in the list. The evidence on record doesnot show reason why regularization as per the agreement was denied to the workman. As per agreement workmen were entitled for regularization. All those workmen were denied benefit of the agreement. The workmen were rather discontinued from work without paying retrenchment compensation, no notice was issued to them. Therefore the action of the IInd party is illegal. For above reasons, I record my finding in Point No.1 in Negative.

15. Point No. 2—In view of my finding in Point No.1, action of the management not regularizing services of workmen and terminating their services were discontinued is illegal, question arises whether workmen are entitled for reinstatement with back wages. The evidence on record shows workmen have attained age of superannuation long time, some of the workmen died as discussed above, their LR's are brought on record. The reinstatement of workmen is not possible. Ist party workmen were denied regularization as per agreement dated 12-4-91 between management and the Union, they were not paid retrenchment compensation. Notice under Section 25-F was not issued to them. Considering facts and evidence on record, in my considered view, reasonable compensation would be appropriate relief. In my considered view, compensation Rs. 50,000 to the Ist party workman in R/110/94, R/111/94, R/112/94, R/114/94, R/115/94 & R/117/94 would be appropriate. Accordingly I record my finding in Point No.2.

16. In the result, award is passed as under :—

- (1) Action of the IInd party management not regularizing service of Ist party workmen as per agreement dated 12-4-97 between management and Union is illegal.
- (2) IInd party is directed to pay compensation Rs. 50,000 to the workmen/LR's in R/110/94, R/111/94, R/112/94, R/114/94, R/115/94 & R/117/94.

Amount as per above order shall be paid to workman within 30 days. In case of default, amount shall carry 9% interest per annum from the date of award till its realization. Copy of the award be kept in record of respective reference cases.

R. B. PATLE, Presiding Officer

नई दिल्ली, 18 मार्च, 2014

**का.आ. 1089.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स एस सीसी एल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय हैदराबाद के पंचाट (संदर्भ संख्या 106/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-3-2014 को प्राप्त हुआ था।

[सं. एल-22013/1/2014-आईआर (सीएम-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 18th March, 2014

**S.O. 1089.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 106/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the the management of M/s. Singareni Collieries Company Limited, and their workmen, received by the Central Government on 18-3-2014.

[No. L-22013/1/2014-IR (CM-II)]

B. M. PATNAIK, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

#### PRESENT :

Smt. M. Vijaya Lakshmi, Presiding Officer

Dated the 27th day of December, 2013

**INDUSTRIAL DISPUTE L.C. No. 106/2009**

#### BETWEEN :

Sri Nagapuri Venkateswarlu,  
S/o Rajaiah,  
C/o P. Basavaiah,  
Advocate,  
Flat No. 401, Maruthi Homes,  
Old Maruthi Nagar, Kothapet,  
Hyderabad.

... Petitioner

#### AND

1. The General Manager (Personnel),  
M/s. Singareni Collieries Company Ltd.,  
Kothagudem.
2. The Dy. General Manager (Personnel),  
M/s. Singareni Collieries Company Ltd.,  
Mandamarri Area, Adilabad.
3. The Dy. General Manager,  
M/s. Singareni Collieries Company Ltd.,  
RK/1A Incline, Mandamarri Area,  
Adilabad District.

... Respondents

## APPEARANCES :

For the Petitioner : M/s. A. Sarojana, K. Vasudeva Reddy & B. Kiran Kumar, Advocates

For the Respondent : M/s. P.A.V.V.S. Sarma & Vijaya Laxmi Panguluri, Advocates

## AWARD

Sri Nagapuri Venkateswarlu, the Petitioner who worked as Badli Filler in the Respondent's organization has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents M/s. Singareni Collieries Company Ltd., seeking for re-appointment as Badli Filler.

2. Petitioner was initially appointed as badli filler in the year 1992 under NCWA under dependent employment scheme and he was removed from service w.e.f. 30.9.2001 for unauthorized absenteeism. Petitioner was rendered without employment and had become jobless from 1.10.2001. Hence, he filed the present petition seeking for re-appointment as Badli Filler, considering the circumstances because of which the Petitioner was short of 3 musters in fulfilling the condition of 190 musters during the trial period and pass such other orders in the circumstances of the case.

3. The Respondents filed counter stating that the appointment of the Petitioner is governed by specified terms and conditions and the primary responsibility of the Respondent is to follow the same. As the terms of appointment the Petitioner had to put in 190 "Actual Musters" during the 12 months trial period. Actual Muster means, presenting oneself at the unit and under take work and this does not include any leave, sick, absence etc. As such the petition is liable to be dismissed.

4. Case stands posted for evidence of Petitioner. Petitioner called absent and there is no representation for him since long time. In spite of giving fair opportunity again and again Petitioner is not taking interest in the proceedings. In the circumstances, taking that Petitioner is not interested in the proceedings, a 'Nil' award is passed. Proceedings closed.

Award passed accordingly Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant and corrected by me on this the 27th day of December, 2013.

M. VIJAYA LAKSHMI, Presiding Officer

## Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

## Documents marked for the Petitioner

NIL

## Documents marked for the Respondent

NIL

नई दिल्ली, 18 मार्च, 2014

**का.आ. 1090.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एफ सी आई के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 106/1996) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-3-2014 को प्राप्त हुआ था।

[सं. एल-22012/532/1995-आई आर (सी-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 18th March, 2014

**S.O. 1090.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 106/1996) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad as shown in the Annexure in the Industrial Dispute between the management of Food Corporation of India and their workmen, received by the Central Government on 18-3-2014.

[No. L-22012/532/1995-IR (C-II)]

B. M. PATNAIK, Desk Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

## Reference No. 106/1996

In the matter of reference U/s. 10(1)(d)(2A) of I.D. Act,  
1947

Employer in relation to the management of Food Corporation of India, Patna.

AND

Their workmen.

## PRESENT:

Sri R. K. Saran, Presiding Officer

## APPEARANCES:

For the Employers	: Sri R. L. Meena, Sr. Manager
For the workman	: None

State : Bihar

Industry : Food

Dated 25th February, 2014

### AWARD

By order No. L-22012/532/95/IR (C-II) dated 6-11-1996, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal :

### SCHEDULE

“Whether the action of the management of Food Corporation of India, Patna in terminating the services of Shri Sukhdeo Sah, Yogendra Mehta, and Smt. Yogeshwari Devi in the grade they were working is legal and justified ? If not, what relief the workmen are entitled to ?”

2. After receipt of the reference, both parties are noticed. But appearing for certain dates none appears subsequently. Case remain pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 18 मार्च, 2014

**का.आ. 1091.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एफ सी आई के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, चण्डीगढ़ के पंचाट (संदर्भ संख्या 88/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-3-2014 को प्राप्त हुआ था ।

[सं. एल-22012/168/2004-आई आर (सीएम-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 18th March, 2014

**S.O. 1091.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 88/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Chandigarh, as shown in the Annexure in the Industrial Dispute between the management of Food Corporation of India and their workmen, received by the Central Government on 18-3-2014.

[No. L-22012/168/2004-IR (CM-II)]

B. M. PATNAIK, Desk Officer

### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

#### PRESENT :

Sri Kewal Krishan, Presiding Officer

**Case No. I.D. No. 88/2005**

**Registered on 20.4.2005**

Sh. Paramjit Singh, S/o Sh. Munshi Ram, R/o Ganna Pind, Tehsil Phillaru, District Jalandhar .... Petitioner

#### Versus

The District Manager, Food Corration of India, District Office, Jalandhar.

... Respondents

#### APPEARANCES :

For the workman : Sh. Maninder Arora Adv.

For the Management : Sh. Parminder Singh Adv.

#### AWARD

(Passed on 10.2.2014)

1. Central Government vide Notification No. L-22012/168/2004-IR(CM-II)) Dated 30.3.2005, by exercising its powers under Section 10 Sub-section (1) Clause (d) and Sub-section (2-A) of the Industrial Disputes Act, 1947 (hereinafter referred to as 'Act') has referred the following Industrial dispute for adjudication to this Tribunal :—

“Whether the action of the management of Food Corporation of India, District Office, Jalandhar, in dismissing Sh. Paramjit Singh, S/o Sh. Munshi Ram, from service w.e.f. 19.12.2002 retrospectively vide their order dated 30.3.2003 is legal and justified ? If not, to what relief the concerned workman is entitled to and from which date ?”

In response to the notice the workman appeared and submitted statement of claim pleading that he was working as casual labourer for two years prior to 1.1.1995 and on the basis of the length of service, he was employed as a regular worker w.e.f. 1.1.1995 “Gang No.15”, as he was found eligible by three-member Selection Committee. He was getting Rs.3269 per month from the month of February 2001 and he had drawn the salary up to November 2002. He was stopped from discharging his duty on 19.12.2002 without intimating him any reason and serving him show cause notice. That the act of the management is totally illegal and he is liable to be reinstated in service with all the benefits.

Respondent. management filed written statement controverting the averments and pleaded that one Paramjit Singh S/o. Milkhi Ram worked with the labour contractor during the year 1993 to 1995 and he left for abroad. When the Induction Committee visited Phillaur for nominating



the person, the present workman whose name is Paramjit Singh S/o. Munshi Ram appeared before the Committee as Paramjit Singh S/o. Milkhi Ram and got inducted himself as handling labour. Thus he got the appointment by impersonating himself in place of Paramjit Singh S/o Milkhi Ram. That Paramjit Singh S/o Milkhi Ram returned from abroad and on receipt of his complaint an investigation was conducted and the AM Depot Phillaur indicated the bogus induction of the workman and as such his entry was banned w.e. f. 19.12.1992. That a show cause notice was given to him to which he submitted reply. After considering his reply, his services were terminated. That he got employment by playing a fraud and as such there was no requirement of any procedure being followed before dismissing him from service.

It is further pleaded that the workman was arrested in FIR No. 64 dated 21.8.1993 under Section 15 of the NDPS Act and was released on bail on 29.10.1993. Again he was arrested on 23.9.1994 in FIR No.71 registered at Police Station Mukerian and he was convicted and sentenced for one year by the learned Additional and Sessions Judge Hoshiarpur. Thus he did not work for two years prior to 1995 and was not entitled to get the employment.

In support of its case the workman appeared in the witness box and filed his affidavit reiterating the case as set out in the statement of claim.

On the other hand the management examined Sh. Ravinder Matta, who filed his affidavit supporting the averments as contained in the written statement.

I have heard Sh. Maninder Arora, counsel for the workman and Sh. Parminder Singh, counsel for the management.

It was vehemently argued by the learned counsel for the management that worker whose name is Paramjit Singh S/o. 'Munshi Ram' got employment by impersonating himself as Paramjit Singh S/o. 'Milkhi Ram' and when the fraud committed by him was detected, his services were terminating after serving a show cause notice on him.

The respondent management got registered a case bearing FIR No.178 dated 21.9.2003 on the basis of the above said allegations and the learned trial Court framed the following points for determination as is clear from the copy of judgement dated 31.3.2011 : —

1. Whether in the year 1995 accused Paramjit Singh son of Munshi Ram cheated FCI Department by inducing the department to get the job in place of Paramjit Singh son of Milkhi Ram ?
2. Whether accused forged certain documents i.e. affidavit with intent to cause damage to FCI Department ?
3. Whether the prosecution has been able to prove its case as alleged by the prosecution ?

After discussing the, evidence, the learned Court decided all the points against the prosecution meaning

thereby it was not proved that workman Paramjit Singh S/o. Munshi Ram cheated the respondent department by inducing it to get a job in place of Paramjit Singh S/o. Milkhi Ram. This judgment of the learned trial Court clinches the issue and falsify the version of the management that workman got the employment by impersonating Paramjit Singh S/o. Milkhi Ram.

The management did not produce any record when Induction committee allegedly selected Paramjit Singh S/o. Milkhi Ram to establish that it was in fact Paramjit Singh S/o. Milkhi Ram who was inducted as a handling labour and not the workman whose name is Paramjit Singh S/o. Munshi Ram. According to the workman there were two persons of the name of Paramjit Singh working with the contractor and the management has denied this fact in its written statement. But Ravinder Matta examined by the respondent has admitted that there were two persons of the name of Paramjit Singh S/o Milkhi Ram and Paramjit Singh S/o. Munshi Ram who were working with the contractor in the year 1993 and therefore it cannot be said that the workman appeared before the induction committee all of a sudden by impersonating himself as Paramjit Singh S/o Milkhi Ram.

Much stress has been laid by the learned counsel for the management on the certificates Exhibit M2 and M3 issued by the Superintendent District Jail Jalandhar and Hoshiarpur showing that workman remained in the jail from 23.8.1993 to 20.10.1993 in Jalandhar and from 23.9.1994 to 1.12.1994 in district Jail Hoshiarpur; and argued when the workman remained in jail, he was not in a position to complete 2 years of service prior to 1995. It may be added that no rules have been placed on the file to show the criteria for the selection of labour by the induction committee. Even if the workman remained in custody for view months, it is for the said committee to see the record at the time of the selection and now it cannot be said that the workman was not fulfilling the criteria for employment as a labourer.

Mr. Ravinder Matta has stated during cross-examination that the workman applied for the change of the name of his father from Milkhi Ram to Munshi Ram in the month of August 1995 which was changed. This fact again demolishes the case of the respondent management; and otherwise it would not have corrected the name of the father of the workman.

No other cogent and convincing evidence has come on the file except the bare statement of Ravinder Matta that the workman misrepresented himself as Paramjit Singh S/o. Milkhi Ram and in the given circumstances, it cannot be said that the workman impersonated himself to get the employment; and his services were not liable to be terminated on the above said ground alone. Therefore his termination is illegal.

In result it is held that termination of the workman by respondent management is illegal and unjustified.

The services of the workman was terminated vide order dated 30.3.2003. It is nowhere pleaded in the statement of claim that he remained out of service from the date of his termination nor there is anything on the file in this respect. Therefore he is not entitled to full back wages. Considering the totality of the circumstances, he is to be awarded 50 per cent back wages.

In result, the reference is answered holding that the order of the respondent management dismissing the workman is illegal and unjustified and he is entitled to be reinstated with continuity of service but he is entitled to 50 per cent of the back wages. The management is directed to reinstate the workman in service within 1 month from the publication of the award. The reference is accordingly answered in favour of the workman. Let hard and soft copy of the award be sent to the Central Government for further necessary action.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 19 मार्च, 2014

**का.आ. 1092.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एचडीएफसी लाइफ इंश्योरन्स कंपनी लिमिटेड, नई दिल्ली के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1 दिल्ली के पंचाट (संदर्भ संख्या 73/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17/3/2014 को प्राप्त हुआ था।

[सं. एल-17012/2/2013-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 19th March, 2014

**S.O. 1092.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.73/2013) of the Central Government Industrial Tribunal/Labour Court No.1, Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. HDFC Life Insurance Co.Ltd., New Delhi and their workman, which was received by the Central Government on 10/3/2014.

[No. L-17012/2/2013-IR (M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

**BEFORE DR. R.K. YADAV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
NO.1, KARKARDOOMA COURTS COMPLEX,  
DELHI**

I.D.No.73/2013

Shri Ashok Gupta,  
House No.199 L Extension,  
Mohan Garden,  
New Delhi-110059

..... Workman

*Versus*

The Channel Head,  
M/s HDFC Life Insurance Co. Ltd.,  
Ashok Vihar Branch,  
New Delhi-110059

... Management

#### AWARD

A Sales Development Manager was appointed by HDFC Life Insurance Co. Ltd. (in short the Insurance Company) on 20.05.2010. He was to be on probation for a period of three months, which would be extended if found necessary by the Insurance Company. Since performance of the Sales Development Manager was not up to the expectation of the Insurance Company, his services were dispensed with on 31.10.2011. Aggrieved by the said act, he raised an industrial dispute before the Conciliation Officer. Since the Insurance Company contested his claim, conciliation proceedings ended into failure. On consideration of failure report, submitted by the Conciliation Officer, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No. L-17012/2/2013-IR(M), New Delhi dated 07.02.1996, with following terms:

"Whether the action on the part of the Insurance Company of HDFC Standard Life Insurance Co. Ltd. New Delhi in terminating services of Shri Ashok Gupta, ex-Sales Development manager with effect from 03.11.2011 is legal and justified? What relief the workman is entitled to?

2. Sales Development Manager, namely, Shri Ashok Gupta filed his claim pleading that he joined the Insurance Company on 20.05.2010 but appointment letter was issued on 26.08.2010 after completing 67 days of service. His total emoluments were Rs. 2,70,000.00 per year, which included basic, house rent allowance, conveyance allowance, special allowance, provident fund, hospitalization, medical reimbursement and leave travel concession. His job profile was to canvass for business, recruit insurance agents for the Insurance Company and assist them to close sale, but had no administrative and supervisory control over them. Their recruitment forms were submitted to the Branch Manager/respective Sales Manager, scrutiny is done by operational department, training was imparted by the training department and examination was conducted by the Insurance Regulatory Development Authority. They do their business independently and receive their commission and reward in their accounts from the Insurance Company. Their performance is judged by the Insurance Company. Information regarding new products or any change in their commission structure is sent directly to the agents on their mobile or e-mail provided. No executive or sales representative reports to him nor was he authorized to sanction leave, pay salary or get any other work from them. On 02.11.2011, the Insurance Company forcibly took

his FLS Book and informed verbally not to mark his attendance in the system. On 03.11.2011, he was forcibly prevented from entering the premises of the Insurance Company. No termination letter was issued to him. He claims reinstatement in service with continuity and full back wages.

3. Demurral was made by the Insurance Company that services of the claimant were terminated in complete conformity with the contract of his employment, as his services were not found satisfactory. The claimant was appointed as a Sales Development Manager, in managerial capacity on 26.08.2010 with effect from 20.05.2010, on an annual remuneration of Rs. 2,70,000.00, hence not a workman. Clause(1) of the appointment letter had specifically provided that the claimant would be under probation of three months, which may be extended in case it is found necessary. It is further provided therein that he would continue to be on probation unless confirmed in service by way of written order. However, his services did not meet standard of work expected by the Insurance Company during his stint on probation. Hence his services were terminated vide letter dated 31.10.2011. Since the claimant had willfully accepted terms and conditions of his appointment, no case is there to award reinstatement in service. Claim put forward is liable to be dismissed being devoid of merits, pleads the Insurance Company.

4. On perusal of pleadings following issues were settled:

(1) Whether the claimant is a workman within the meaning of section 2(s) of the Industrial Disputes Act, 1947.

(2) Whether termination order dated 31.10.2011 falls within the exception provided in section 2(o) of the Industrial Disputes Act, 1947?

(3) As in terms of reference.

5. After filing of the claim statement, the claimant failed to put in his appearance on any of the dates fixed thereafter. Since none appeared on behalf of the claimant, the Tribunal was constrained to proceed under rule 22 of Industrial Disputes (Central) Rules, 1957 and evidence of the claimant was closed. The Insurance Company tendered affidavit of Shri Rajeev Kumar as evidence. Since none was there for the claimant, hence no opportunity could be accorded to him to carry out his cross examination. No other evidence was adduced by the Insurance Company.

6. Arguments were heard at the bar. Shri S.S. Tornar, authorized representative, advanced arguments on behalf of the Insurance Company. None came forward to raise submissions on behalf of the claimant. I have given my careful considerations to the arguments advanced at the

bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:—

### Issue No.1

Onus was there on the claimant to establish that he was a workman within the meaning of section 2(s) of the Industrial Disputes Act, 1947 (in short the Act). Instead of discharging onus resting on him, the claimant abandoned the proceedings and opted not to adduce any evidence. On the other hand, it is claimed on behalf of the Insurance Company that the claimant is not a workman in terms of section 2(s) of the Act, since he was drawing monthly salary exceeding Rs. 1600.00 per month and entrusted with duties of supervision of work of insurance agents, engaged to promote sale of insurance policies. In order to appreciate facts, it would be expedient to consider definition of the term 'workman'. The term "workman" has been defined by section 2(s) of the Act, which definition is reproduced thus :

"(s) Workman means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person -

- (i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950) or the Navy Act, 1957 (62 of 1957),
- or
- (ii) who is employed in the police service or as an officer or other employee of a prison, or
- (iii) who is, employed mainly in a managerial or administrative capacity, or
- (iv) who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature;

5. The first part of the definition gives statutory meaning of the term workman. This part of the definition determines a workman by reference to a person (including an apprentice) employed in an "industry" to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward. This part determines what a "workman" means. The second part is designed to include something more in what the term primarily denotes.

By this part of the definition, person (i) who have been dismissed, discharged or retrenched in connection with an industrial dispute, or (ii) whose dismissal, discharge or retrenchment has lead to an industrial dispute, for the purposes of any proceedings under the Act in relation to such industrial dispute, have been included in the definition of "workman". This part gives extended connotation to the expression "workman". The third part specifically excludes the categories of persons specified in clauses (i) to (iv) of this sub section. The third part connotes that even if a person satisfies the requirements of any of the first two parts but if he falls in any of the four categories in the third part, he shall be excluded from the definition of 'workman'. Not only the persons who are actually employed in an industry but also those who have been discharged, dismissed or retrenched in connection with or as a consequence of an industrial dispute, and whose dismissal, discharge or retrenchment has lead to that dispute, would fall within the ambit of the definition. In other words, the second category of persons included in the definition would fall in the ambit of the definition, only for the purpose of any proceedings under the Act in relation to an industrial dispute and for no other purposes. Therefore, date of reference is relevant and in case a person falls within the definition of workman on that day, the Tribunal would be vested with jurisdiction to entertain it and the jurisdiction would not cease merely because subsequently the workman ceases to be workman.

6. For an employee in an industry to be a workman under this definition, it is manifest that he must be employed to do skilled or unskilled manual work, supervisory work, technical work or clerical work. If the work done by an employee is not of such a nature, he would not be a workman. The specification of the four types of work obviously is intended to law down that an employee is to become a workman only if he is employed to do work of one of those types, while there may be employees who, not doing any such work, would be out of the scope of the word 'workman', without having resort to the exceptions. It cannot be held that every employee of an industry was to be a workman except those mentioned in the four exceptions as in that case these four classifications need not have been mentioned in the definition and a workman could have been defined as a person employed in an industry except in cases where he was covered by anyone of the exceptions.

7. In cases where an employee is employed to do purely skilled or unskilled manual work, or supervisory work or technical work or clerical work there would be no difficulty in holding him to be a workman under the appropriate classification. Frequently, however, an employee is required to do more than one kind of work. In such cases, it would be necessary to determine under which classification he will fall for the purpose of finding out whether he does not go out of the definition of 'workman'

under the exceptions. The principle is now well settled that, for this purpose, a workman must be held to be employed to do that work which is the main work he is required to do even though he may incidentally doing other type of work.

8. The words 'managerial or administrative capacity' have not been defined in the Act, therefore have to be interpreted in their ordinary sense. In an establishment, a person may be in a managerial capacity or administrative, if the work assigned to him require a degree of initiative command and control which are usually associated with the position of managerial or administrative capacity. In deciding such a question, one has to consider the functions and duties assigned to the person. Several tests, laid down by the Apex Court in *Prem Sagar* [1964(1) LLJ 47] for deciding the question as to whether a person is employed in managerial capacity, are as follows:—

"It is difficult to lay down exhaustively all the tests which can be reasonably applied in deciding this question as several considerations would naturally be relevant in dealing with this problem. It may be inquired whether the person had a power to operate on the bank account or could he make payments to third parties and enter into agreements with them on behalf of the employers, was he entitled to represent the employer to the world at large in regard to the dealings of the employer with strangers, did he have authority to supervise the work of the clerks employed in the establishment, did he have control and charge of the correspondence, could he make commitments on behalf of the employer, could he grant leave to the members of the staff and hold disciplinary proceedings against them, has he power to appoint members of the staff or punish them: these and similar other tests may be usefully applied in determining the question about the status of an employee ... "

9. Operation of bank account, controlling of staff, carrying on correspondence, disbursing salary and convening meetings, were held to be managerial jobs in *Sunil Kumar Ghosh* [1978 (37) FLR 247]. The mere fact that the employee was designated as a manager or that he represented the Insurance Company in prior adjudication proceedings cannot by itself prove that he was performing 'managerial duties' within the meaning of section 2(s)(ii) or 2(s)(iii) of the Act. Reliance can be placed on precedent *P.A.S. Press* [1960 (1) LLJ 792]. For determination of such a question, no abstract or rigid formula can be employed. His main and substantial work is to be looked into. Reference can be made to precedent in the *Insurance Company of Scindia Potteries* [1974 (29) FLR 325]. In order to take an employee out of definition of 'workman', it is necessary to show that he is employed, in fact and in



substance, mainly in a managerial or administrative capacity. See *Syndicate Bank Ltd.* [1966 (11) LLJ 194] and *Ved Prakash Gupta* (1984 Lab. I.C. 658).

10. Merely performing some supervisory duties will not take out an employee out of the ambit of definition of workman. The word 'supervision' means to oversee or to look after. Supervision which is relevant in this connection is the supervision done by an employee in a higher position over the employees in the lower position. Supervision may be in relation to the work or in relation to the person. The word 'supervisory' as used in section 2(s) of the Act does not relate to supervision of an automatic plant. Many machines run automatically on power. They do not have to be run by human energy. Their running and functioning has to be watched and repaired if anything goes wrong. A person who attends to such machines may either do technical or manual work within the meaning of section 2(s) of the Act. But he does not do supervisory work merely because he looks after the machine. The essence of supervisory nature of work under section 2(s) of the Act is the supervision by one person over the work of another. See *Blue Star Ltd.* [1975 (31) FLR 102].

11. A person can be said to be a supervisor if there are persons working under him, over whose work he has to keep a watch. In other words, he is that person who examines and keeps a watch over the work of his subordinates and if they err in any way, corrects them. It is his duty to see that the work in any industrial unit is done in accordance with the manual, if there is one, or in accordance with the usual procedure. It is not his function to bring about any innovation. It is not his function to take any managerial decision but it is his duty to see that the persons over whom he is supposed to supervise the work assigned to them, they work according to rules and regulations. The central concept of supervision is the fact that there are certain persons working under him. The essence of supervisory work is the supervision by one person over the work of others. For exercising supervisory powers, it may often be necessary that the supervisor himself must have technical expertise, otherwise he may not be in a position to exercise proper supervision of the workmen handling sophisticated plants and machines. A supervisor need not be a manager or an administrator. He can be a workman so long as he does not exceed the wage limit of Rs. 1600.00 per month and irrespective of his salary, is not a workman who is to discharge functions mainly of managerial nature by reason of the duties attached to his office or powers vested in him.

12. A person cannot be said to be working in a supervisory capacity merely because he used to supervise

a person who helps him in doing the work, which he himself is to perform. For instance, a clerk who has been given the assistance of the peon cannot be said to be working in a supervisory capacity. When one talks of a person working as supervisor, one understands it to mean a person who is watching the work being done by others to see that it is being done properly. See *Mathur Aviation* [1977 (II) LLJ 225]. Thus in determining the status of an employee, his designation is not decisive. What determines the status is the consideration of the nature of his duties and functions assigned to him. A supervisor should occupy a position of command or decision and should be authorised to act in certain matters within the limits of his authority without the sanction of the manager or other supervisors. In the absence of precise and positive evidence to prove the exact nature of work which the employee was performing, it cannot be held that he was doing administrative or supervisory work.

13. When efforts are made to appreciate facts on above lines, it came to light that in appointment letter, designation of the claimant has been mentioned as Sales Development Manager. Shri Rajeev Kumar unfolds in his affidavit, that the claimant was to canvass for business of the Insurance Company by promoting sale of insurance policies which inter-alia included overseeing and supervision of the work of insurance agents engaged by the Insurance Company for facilitating promotion of sale of insurance policies. However, his appointment letter does not detail that the claimant was to supervise work of insurance agents engaged by him for facilitating promotion of sale of insurance policies. Shri Kumar nowhere unfolds as to how many agents were engaged by the claimant. When there is a vacuum of evidence on the count as to how many persons were working under the claimant, it cannot be concluded that the claimant was employed in a higher position and there were persons under him, whose work he was to supervise. His designation seems to be decorative. Test for determination of managerial or supervisory capacity are not satisfied in the present controversy. Hence, it cannot be concluded that the claimant was not a workman. Issue is, therefore, answered in favour of the claimant and against the Insurance Company.

## Issue No.2

14. Shri Rajeev Kumar unfolds in his affidavit, tendered as evidence, that the claimant was appointed as Sales Development Manager with effect from 20.05.2010, vide appointment letter dated 26.08.2010. Clause (1) of his appointment letter specifically provides that he would be under probation for a period of three months, which may



be extended in case it is found necessary. It was further stated therein that the claimant would continue to remain on probation unless he is confirmed in writing. Shri Kumar declares that services rendered by the claimant were not up to the expectation of the Insurance Company. His services were not confirmed till it came to an end on 31.10.2011. He declares that services of the claimant were dispensed in accordance with the terms of service, contained in Clause (1) of his appointment letter.

15. As unfolded by Shri Rajeev Kumar, claimant rendered service to the Insurance Company, which were held not to be satisfactory. He was on probation for a period of three months, which probation was extended. His services were not confirmed. On the other hand, it were dispensed with in consonance with Clause (1) of his appointment letter dated 26.08.2010. Question for consideration would be as to whether claimant would be deemed to have been confirmed in service on expiry of period of three months. A probationer does not automatically attain permanent status on expiry of his probation. If he is neither discharged nor confirmed, he continues to serve as a probationer until otherwise dealt with. Therefore, in the absence of anything contained in the contract to the contrary, nothing would prevent the employer from extending the period of probation for a further reasonable period. The purpose of placing a person on probation is to try him during period of probation to assess his suitability for the job. If an employee who is on probation is removed from his service during his period of probation by order of termination simpliciter, it cannot be said that the order was stigmatic. The principle of law relating to discharge under contract and discharge simpliciter were extended to the discharge of probationer by the Supreme Court in *Express Newspaper Ltd. (1964) 1 LLJ 9*. Facts of the case were that a journalist was appointed on probation for a period of 6 months and was to be confirmed on being found suitable for the job. Before the expiry of period of probation the employer terminated his services on the ground that his work was not satisfactory. The journalist challenged his discharge on the ground that it was malafide and unfair labor practice on the part of the employer. The employer pleaded that the journalist was appointed on probation, hence termination of his service on account of unsatisfactory work was well within rights. The Apex Court recognized the right of the employer to terminate service of a probationer at the end of the period of probation. The observations made by the Apex Courts are extracted thus:

"there can, in our opinion be no doubt about the position in law that an employee appointed on

probation for 6 months continues as probationer even after the period of 6 months if at the end of the period his services had either not been terminated or he is confirmed. It appears clear to us that without anything more an appointment on probation for 6 months give the employer no right to terminate the service of an employee before 6 months had expired except on the ground of misconduct or other sufficient reasons in which case even the service of a permanent employee could be terminated at the end of the 6 months period the employer can either confirm him or terminate his services because his performance is, found unsatisfactory. If no action is taken by the employer either by way of confirmation or by way of termination the employee continues to be in service as a probationer".

16. The distinction was maintained by the Apex Court between cases of termination of employment of a probationer before period of probation had expired and the cases where the employer exercise his inherent right either to confirm or to terminate the employment of the probationer at the end of the period of probation. When an employee appointed on probation for a specific period is allowed to continue in the post after the expiry of that period without any specific order of confirmation, he continues in his post as a probationer only and acquires no substantive right to the post in the absence of any stipulation to the contrary in the original order of appointment or service rules. When an employee is allowed to continue after end of period of probation, necessary implication would follow that his period of probation has been extended and it cannot be concluded that he should be deemed to have been confirmed. Law to this effect was laid by the Apex Court in *Dharam Singh (AIR 1968 SC 1210)*. Consequently it is clear that an express order of confirmation is necessary to give an employee substantive right to the post and from the mere fact that he is allowed to continue in the post after the end of period of probation, it is not possible to hold that he should be deemed to have been confirmed. In *Unit Trust of India (1993) 1 LLJ 240* the Apex Court announced that the very purpose of putting a person on probation is to watch his performance.

17. Whether assessment made by the employer about suitability of the employee can be weighed by an Industrial Adjudicator? It is a settled proposition that assessment to the effect that service of a probationer is satisfactory or not rests with the satisfaction of the employer. Such satisfaction could be objectively assessed and employer is not bound to give any reason when he does not confirm a probationer on expiry of the period of probation. However

the industrial adjudication may call upon the employer to put reason for not confirming an employee when he finds the order laced with malafide. In *Upkar Machinery Ltd.*, (1996 (1) LLJ 398) the Apex Court ruled that when validity of termination of services, during period of probation without notice and without assigning any reason, is under challenge in that situation Industrial Adjudicator would be competent to find out whether the order of termination was bonafide exercise of power conferred by the contract. In *Brook Bond India (Pvt.) Ltd.*, (1993 (11) LLJ 454) workman was appointed in the first instance for a period of six months, extendable for a further period of three months or more in absolute discretion of the employer. The terms of appointment further provided that the employer had a right to terminate the services of a probationer, "during the period of probation or extended period of probation or before confirmation in writing, without notice and without assigning reasons whatsoever." Service was terminated within the period of probation. During the course of adjudication the employer adduced no evidence to show that the work of probationer was unsatisfactory. The Apex Court ruled that the order of terminating the service of a probationer was capricious and unreasonable. The termination was held to be not justified. The above precedents make it clear that an Industrial Adjudicator has a right to see whether the order of termination is malafide or whether it amounts to victimization or unfair labour practice.

18. Shri Rajeev Kumar projects that the work performed by the claimant was not up to the mark, hence his period of probation was extended. Claimant has not come forward to adduce evidence to point out that assessment of his work, made by the Insurance Company, was arbitrary and violative of established procedure. He had not adduced any evidence to point out that his work was in consonance with norms of assessment of work of an employee) working with the Insurance Company. No counter has been made to the evidence adduced by Shri Rajeev Kumar wherein claim has been made that the work performed by the claimant was not up to the, expectation of the Insurance Company. An unassailed testimony of Shri Rajeev Kumar is accepted to be true. Resultantly, I am constrained to conclude that the work performed by the claimant was not up to the mark, which led the Insurance Company to extend his period of probation. Admittedly, no order in writing was issued confirming services of the claimant. Thus, it is apparent that the claimant was a probationer when his services were dispensed with by the Insurance Company.

19. Whether dispensing with the services of the claimant, while being on probation, amount to

retrenchment? For an answer to this proposition, definition of the term is to be construed. Clause (oo) of section 2 of the Act defines retrenchment. For the sake of convenience, the said definition is extracted thus:

"(oo) "retrenchment" means the termination by the employer of the services of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include-

- (a) voluntary retirement of the workman; or
- (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or
- (bb) termination of the services of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or
- (c) termination of the services of a workman on the ground of continued ill-health".

20. Definition of retrenchment is very wide and in two parts. The first part is exhaustive, which lays down that retrenchment means the termination of the service of a workman by the employer "for any reason whatsoever" otherwise than as a punishment inflicted by way of disciplinary action. Thus main part of the definition itself excludes the termination of service, as a measure of punishment inflicted by way of disciplinary action from the ambit of retrenchment. The second part further excludes (i) voluntary retirement of the workman, or (ii) retirement of workman on reaching the age of superannuation, or (iii) termination of the service of a workman as a result of non-renewal of contract of employment, or (iv) termination of contract of employment in terms of a stipulation contained in the contract of employment in that behalf, or (v) termination of service on the ground of continued ill health of the workman. Reference can be made to the precedents in *Avon Services (Production Agencies) (Pvt.) Ltd.* [1979 (1) LLJ 1] and *Mahabir* [1979 (11) LLJ 363].

21. Sub-clause (bb) purports to exclude from the ambit of the definition of retrenchment (i) termination of the service of a workman as a result of non-renewal of the contract of employment between the employer and the workman concerned, on its expiry, or (ii) termination of the contract of employment in terms of a stipulation contained in the contract of employment in that behalf. The first part relates to termination of service of a workman as a result of

non-renewal of the contract of employment between the employer and the workman concerned on its expiry. Thus "non-renewal of contract of employment" pre-supposes an existing contract of employment, which is not renewed. When services of an employee is terminated on account of non-renewal of contract of employment, between the employer and the workman, it does not amount to retrenchment. The second part refers to "such contract" being terminated under a stipulation in that behalf contained therein. The cases contemplated, under this part too, would not amount to retrenchment. However this sub-clause, being in the nature of an exception to clause (oo) of section 2 of the Act, is ruled to be construed strictly when contractual agreement is used as *modus operandi* to frustrate claim of the employee to become regular or permanent against a job. The adjudicator has to address himself to the question whether the period of employment was stipulated in the contract of employment as a device to escape the applicability of the definition of retrenchment. See *Shailendra Nath Shukla* (1987 Lab. I.C. 1607), *Dilip Hanumantrao Shrike* (1990 Lab. I.C. 100) and *Balbir Singh* (1990 (1) LLJ. 443). On review of law laid by the Apex Court and various High Courts, a single Judge of the Madhya Pradesh High Court in *Madhya Pradesh Bank Karamchari Sangh* (1996 Lab. I.C. 1161) has laid following principles of interpretation and application of sub-clause (bb) of clause (oo) of section 2 of the Act:

- "(i) that the provisions of section 2(oo)(bb) are to be construed benevolently in favour of the workman,
- (ii) that if the workman is allowed to continue in service by making periodic appointments from time to time, then it can be said that the case would not fall under section 2(oo)(bb),
- (iii) that the provisions of section 2 (oo)(bb) are not to be interpreted in the manner which may stifle the main provision,
- (iv) that if the workman continues in service, the non-renewal of the contract can be deemed as *mala fide* and it may amount to be a fraud on statute;
- (v) that there would be wrong presumption of non-applicability of section 2(oo)(bb) where the work is of continuous nature and there is nothing on record that the work for which a workman has been appointed had come to an end".

22. Whether provisions of retrenchment, enacted in the Act, provide for any security of tenure? Answer lies in negative. Provisions of retrenchment, provide for certain benefits to a workman in case of termination of his service, falling within the ambit of definition of retrenchment. On compliance of the requirements of Section 25F or 25N and 25G of the Act, it is open to the employer to retrench a workman.

23. Termination of service of an employee during the period of probation was held to be covered by the exception contained in sub-clause (bb) of section 2(oo) of the Act, in *C.M.Venugopal* (1994 (1) LLJ 597). As per fact of the case, Regulation 14 of the Life Insurance Corporation of India (Staff) Regulation 1962 empowered the Corporation to terminate the service of an employee within the period of probation. The employee was put on probation for a period of one year, which was extended by another year. Since he could not achieve the target to earn confirmation, his service was terminated in terms of Regulation 14 as well as order of appointment. The Apex Court ruled that the case was covered by the exception contained in sub-clause (bb), hence it was not retrenchment.

24. As unfolded by *Shri Rajiv Kumar*, services of the claimants were dispensed with pursuant to Clause (1) of his appointment letter dated 26.08.2010. Clause (1) of, his appointment letter stipulates as follows:

'You will be on probation for a period of three months, which may be extended in case it is found necessary. During the probationary period, your engagement will be subject to termination at any time by either party, without notice and without any reasons whatsoever. You will continue to be on probation unless you are specifically confirmed in writing.'

25. Above stipulation in Clause (1) of the appointment letter makes it apparent that services of the claimant could be dispensed with without notice and without any reasons whatsoever. Clause (1) was used by the Insurance Company when services of the claimant were dispensed with. Act of the Insurance Company falls within the exception contained in sub-clause (bb) of clause (oo) of section 2 of the Act and does not amount to retrenchment. Evidently, the Insurance Company has been able to establish that action taken by it is not retrenchment within the meaning of section 2(oo) of the Act. Issue is, therefore, answered in favour of the Insurance Company and against the claimant.

### Issue No. 3

26. Since services of the claimant were dispensed with pursuant to Clause(1) of his appointment letter dated 26.08.2010, action of the Insurance Company is out of the purview of definition of retrenchment, provided under section 2(oo) of the Act. In such a situation, provisions of section 26F do not come into play. Action of the Insurance Company is legal and justified. No eyebrows could be raised against such action, since services of the claimant have been dispensed with pursuant to contract of his employment. Claim statement put forth by the claimant is not maintainable and therefore brushed aside. An award is passed in favour of the Insurance Company and against the claimant.

Dr. R. K. YADAV, Presiding Officer

Dated : January 24, 2014

नई दिल्ली, 19 मार्च, 2014

**का.आ. 1093.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एअरपोर्ट अथॉरिटी ऑफ़ इंडिया, नई दिल्ली के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, दिल्ली के पंचाट (संदर्भ संख्या 112/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-3-2014 को प्राप्त हुआ था।

[सं. एल-11011/3/2012-आई आर (एम)]  
जोहन तोपनो, अवर सचिव

New Delhi, the 19th March, 2014

**S.O. 1093.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 112/2012) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Delhi now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Airport Authority of India, New Delhi and their workman, which was received by the Central Government on 17-3-2014.

[No. L-11011/3/2012-IR(M)]  
JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### BEFORE DR. R. K. YADAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, KARKARDOOMA COURTS COMPLEX, DELHI

#### I.D. No. 112/2012

The General Secretary,  
AAI Mazdoor Sangh,  
Flat No. 166, DDA-SFS Flats,  
Sector-I, Pocket-2, Dwarka,  
New Delhi - 110075.

... Workman

#### Versus

The Chairman,  
Airport Authority of India,  
A Block, Rajiv Gandhi Bhawan,  
Safdarjung Airport,  
New Delhi-11 0092.

... Management

#### AWARD

Airport Authority of India Mazdoor Sangh (hereinafter referred to as the union) lost secret ballot election for declaration of majority union in the year 2002 and 2007 for grant of recognition by the Airport Authority (in short the Authority) as sole bargaining agent for entire

body of workmen. It could muster 15 votes in election held in the year 2002. The union contested election in alliance with AAI Workers' union in the year 2007 and secured 3271 votes out of 12495 valid votes polled. Thus, the union remained an unrecognized union for the purpose of raising policy issues with the Authority. Despite the fact that it had no right to represent workmen in general, the union raised a dispute before the Conciliation Officer for constitution of a grievance redressal machinery, in consonance with provisions of section 9C of the Industrial Disputes Act, 1947 (in short the Act). Since dispute raised by the union was contested by the Authority, conciliation proceedings ended into a failure. On consideration of failure report, submitted by the Conciliation Officer, the appropriate Government referred the dispute to this Tribunal for adjudication vide order No. L-11 011/3/2012-IR(M), New Delhi dated 17.09.2012 with following terms:

"Whether the action of the management of Airport Authority of India, New Delhi in not setting up the Grievance Redressal Committee in terms of Chapter II-B of Section 9-C of the Industrial Disputes (Amendment) Act, 2010 (24 of 2010) is justified on the ground that the management has already established 'Grievance Redressal Mechanism and proposed Grievance Redressal Committee is not applicable on the ground of Sub-section (8) of Section 9-C of Chapter II-B when such Grievance committee established by the management is not in consonance and to tune with the Grievance Redressal Committee to be established in an industrial establishment employing 20 or more workmen as it does not have any representation of "Workmen" and such committed is for all (i.e. right from top to bottom) where as proposed committed under ID (Amendment) Act, 2010 meant for workmen is justified or not? If not, what relief the workman is entitled to and from which date?"

2. Claim statement was filed by the union pleading that it is a registered trade union functioning in the establishment of the Authority. It contested secret ballot election in the year 2002 and 2007 held to determine majority status of a union. The union lost those elections. Next referendum for recognition of majority status of union would be held shortly.

3. The union projects that Shri Harinder Tiwari, its General Secretary, works as Supervisor (Technical) at Regional Headquarters, Northern Region of the Authority. He raised a dispute over non-constitution of a Grievance Redressal Machinery by the Authority, in consonance with provisions of the Act, which dispute was not settled hence conciliation proceedings failed. The union asserts that the Authority was constituted under an Act of Parliament and came into existence on 01.04.1995. The Authority is required to set up a mutually agreed grievance procedure to ensure



speedy and full investigation of new grievances leading to settlements. In model grievance procedure, evolved in the Indian Labour Conference, there should be a time limit procedure on resolution for grievances and provisions for participation of workmen in the Committee prescribed. Grievance Redressal Mechanism established by the Authority is not in conformity with model grievance redressal procedure referred above. The said redressal mechanism is applicable to all staff and officers of the Authority. The Authority cannot frame conditions of service of its employees, in disregard to provisions of law. The Act requires that grievance redressal mechanism should be evolved wherein participation of the workmen should be there. Since there is no such participation of workmen in Grievance Redressal Mechanism established by the Authority, it is in violation of the statutory provisions. The union claims that the Authority may be commanded to constitute a Grievance Redressal Machinery in accordance with section 9C of the Act, wherein representative of workmen may be nominated.

4. Demurrals were made by the Authority pleading that Grievance Redressal Mechanism is available since 15.10.2000, which is in accordance with the provisions of the Act. Since there is an established grievance redressal mechanism, provisions of section 9C of the Act are not applicable to the Authority, as exempted by sub-section (8) of the said section. Claim put forward by the union is not maintainable. It is liable to be dismissed, pleads the Authority.

5. As facts were not in dispute, parties were not called upon to adduce any evidence.

6. When called upon to advance arguments over the matter, parties opted to file their written arguments. Union as well as the Authority presented their written submissions in the matter. I have given my careful considerations to the arguments advanced and cautiously perused the record. My findings on issues involved in the controversy are as follows:-

7. At the outset the Authority claimed that the union lost secret ballot elections, conducted for determination of majority status of the union formed by the employees working in the Authority. In referendum held in the year 2002 and 2007, the union lost elections. The Airports Authority Employees Union won elections in the year 2002 and 2007. The said union was declared as a sole bargaining agent. The Authority granted recognition to it to raise all issues relating to its general employees. The Authority had discussed issues relating to general employees and signed memorandum of understanding with the recognized union. It has been claimed that the union has no right to raise policy issues, relating to service conditions of general employees of the Authority.

8. In its claim statement, the union made a candid admission that in the year 2002 it lost secret ballot election, conducted to determine majority status of a union, for grant of recognition as a sole bargaining agent on behalf of general employees of the Authority. The union further admits therein that in the year 2007 too it lost referendum conducted for election of a union as sole bargaining agent to represent entire body of workmen employed with the Authority. Out of facts conceded by the union in its claim statement, it became evident that the union lost elections twice and could not attain majority status for recognition as a sole bargaining agent to raise issues relating to service conditions of entire body of workmen, working in the establishment of the Authority.

9. Whether the sangh, which is an unrecognized union, can raise issues of policy, relating to service conditions of general employees of the Authority? For an answer to this proposition law laid by the Apex Court in Food Corporation of India case [1995 (71) FLR 278] is to be taken note of. In that case Food Corporation of India and the unions, representing the workmen in the establishment of Food Corporation of India, have agreed to follow “secret ballot system” for assessing the representative character of the trade union. The Apex Court laid down as to how the method of secret ballot should be tailored, to yield correct results. The Court ruled therein that the union/unions obtaining the highest numbers of votes in the process of election shall be given recognition by the Food Corporation of India for a period of five years, from the date of conferment of the recognition.

10. In All Orissa State Bank Officers case [1999 (1) DLR 271], Orissa High Court rules that a recognized union, who has numerical support to represent and to speak on behalf of all workmen, has a right to represent the entire body of workmen. An unrecognized union has no right to represent the entire body of the workmen, but it may speak for or represent workmen, who are its members individually or as a group. In case of any conflict between demands of recognized union and demands of an unrecognized union the management can accept views of the recognized union but the management cannot deny or refuse to entertain any representation from or to enter into any dialogue or discussion with an unrecognized union in respect of grievances of any individual workman or a group of workmen belonging to the unrecognized union. Relying on the precedent in Balmer Lawrie Workers Union (AIR 1985 SC 311) the High Court ruled that acceptance of a demand on discussion over a demand is not the one and the same thing. Right of raising grievance and discussion is a fundamental right, which cannot be taken away totally. The High Court noted observation of the Apex Court in the precedent, referred above, with profit, which observations are extracted thus:



“...Forming an Association is entirely independent different from its recognition. Recognition of a union confers rights, duties and obligations. Non-conferring of such rights, duties and obligations on a union other than the recognized union does not put it in an inferior position nor the charge of discrimination can be entertained. The members of a non-recognised association can fully enjoy their fundamental freedom of speech and expression as also to form the association.

The Legislature has in fact taken note of the existing phenomenon in trade unions where there would be unions claiming to represent workmen in an undertaking or industry other than recognized union. Section 22 of 1971 Act confers some specific rights on such non- recognised unions, one such being the right to meet and discuss with the employer the grievances of individual workman. The Legislature has made a clear distinction between individual dispute affecting all or a large number of workmen. In the case of even an unrecognized union it enjoys the statutory right to meet and discuss the grievance of an individual workman with the employer. It also enjoys the statutory right to appear and participate in a domestic or departmental enquiry in which its member is involved. This is statutory recognition of an u .recognized union. The exclusion is partial and the embargo on such unrecognized union or individual workman to represent workmen is in the larger interest of industry, public interest and national interest. Such a provision could not be said to be violative of fundamental freedom guaranteed under Art. 19(1 )(a) or 19(1 )(c) of the Constitution."

11. As emerge out of the law laid above, an unrecognized union is not entitled to be treated at par with a recognized union. The Authority cannot indulge in any kind of undue discrimination, to take sides and indulge in any activity designed to harass or disrupt one union and to promote another union. It cannot deliberately pursue a policy designed to create a situation which makes fundamental right of formation of an association and freedom of expression nugatory or illusory. The Authority has certain discretion in and while exercising such discretion, it has to act fairly, honestly and in the interest of the organization, without violating the fundamental rights and/or other statutory rights of the employees or the sangh. The Authority should, be careful to ensure that none of its act amounts to oppression of the sangh nor its members at the instance or under undue pressure of the union.

12. Whether the union has been able to project that the Authority failed to recognize its statutory rights? In claim statement put forward by the union, issues relating

to entire body of workmen working in the establishment of the Authority are raised. The union has not raised an individual dispute. It has not been asserted in the claim statement that the union tried to meet and discuss grievances of an individual workman or group of workmen working with the Authority. In its claim statement, the union does not assert a statutory right to appear and participate in domestic enquiry in which its member(s) is/are involved. There is an embargo on the union to represent entire body of workmen working in the establishment of the Authority, in larger interest of the industry, public interest and national interest. The union has not been able to project that the Authority has accorded undue benefit to the recognized union, recognized as such on the basis of referendum held in the year 2002 and 2007 respectively. No case has been brought to the effect that the Authority deliberately pursued a policy to curtail fundamental right of formation of an association. No instances have been brought to light to give an inference that the Authority indulged in any activity designed to harass or disrupt the union and to promote the recognized union. The union had failed to establish that by way of recognition of the Airports Authority Employees Union as sole bargaining agent for formation of policy for grant of wage structure and other benefits to general employees, the Authority has not acted fairly, honestly and in the interest of the organization. The union could not project that the Authority has acted in an arbitrary and unreasonable or unfair manner or exercised power in colourable manner, when it formulated grievance redressal mechanism for its employees. Therefore, it is evident that the union has not been able to project a case to strike down policy of the Authority, when it formulated grievance redressal mechanism for its employees, long back in the year 2000. The union could not point out any statutory right to raise a dispute, in respect of formation of grievance redressal mechanism in consonance with the provisions of the Act. In view of these reasons, I am of the considered opinion that the union has no right to raise the dispute for adjudication.

13. How a dispute affecting an employee or a group of employees can be raised? For an answer provisions of the Act are to be construed. The appropriate Government, on being satisfied that an industrial dispute exists or is apprehended, may refer it to an Industrial Tribunal for adjudication, enacts clause (d) sub-section (I) of section 10 of the Act. Therefore, the appropriate Government has to satisfy that an industrial dispute exists or apprehended between the workmen and their employer. Consequently, definition of the word "industrial dispute" is to be appreciated. Clause (k) of section 2 of the Act defines the word "industrial dispute" in the following manner.

"(k) industrial dispute means any dispute or difference between the employers and employees or

between employers and workmen or between workmen and workmen, which is connected with the employment or non employment or the terms of employment or with the conditions of labour, of any persons".

14. The definition of the word "industrial dispute" referred above can be divided into four parts viz. (i) factum of dispute, (ii) parties to the dispute, viz (a) employers and employers (b) employers and employees or (c) workmen and workmen, (3) subject matter of the dispute, which should be connected with (i) employment or non employment, or (ii) terms of employment, or (iii) conditions of labour of any person, and (iv) it should relate to an "industry".

15. The definition of the word "industrial dispute" is worded in wide terms and unless it is narrowed by the meaning given to the word "workman" it would seem to include all "employers", "all employments" and all "workmen" whatever nature of the scope of the employment may be. Therefore except in the case where there can be dispute between the employer and employers and workmen and workmen, one of the parties to an industrial dispute must be an employee or a class of employees. The first point, therefore, to be noted, perhaps self evident, is that the phrase "employer and workman, the plural may include singular on either side, or any permutation of singular, the masculine including the feminine. In order, therefore, to determine as to whether a controversy or difference or a dispute is an "industrial dispute" or not it must be determined whether the work an concerned or workmen sponsoring his case satisfy the conditions of clause (s) of section 2 of the Act. Here in the case, there is no dispute that the employers of the group "C" and "D" working in the establishment of the Authority are workmen within the meaning of clause (s) of section 2 of the Act.

16. In *Kyas Construction Company (Pvt.) Ltd.* [1958 (2) LLJ 660] the Apex Court ruled that an industrial dispute need not be a dispute between the employer and his workman and that the definition of the expression "industrial dispute" is wide enough to cater a dispute raised by the employer's workman with regard to non employment of others, who may not be employed as workman at the relevant time. The Apex Court in *Bombay Union of Journalist* [1961 (11) LLJ 436] has observed that in each case in ascertaining whether an individual dispute has acquired the character of an industrial dispute, the test is whether at the date of reference, the dispute was adopted by the union of the workmen of the employer against whom, the dispute is raised by an individual workman or by an appreciable number of workmen. In order, therefore, to convert an individual dispute into an industrial dispute, it has to be established that it has been taken up by the union of employees of the establishment or by an

appreciable number of the employees of the establishment. As far as union of the workmen of establishment itself is concerned, the problem of espousal by them generally presents little difficulty, since such workmen who are members of such unions generally have a continuity of interest with an individual employee who is one of their fellow workman. But difficulty arise when the cause of a workman, in a particular establishment is sponsored by a union which is not of the workmen of that establishment but is one of which membership is open to workmen of their establishment as well as in that industry. In such a case a union, which has only microscopic number of the workmen as its member, cannot sponsor any dispute arising between the workmen and the management. A representative character of the union has to be gathered from the strength of the actual number of co-workers sponsoring the dispute. The mere fact that a substantial number of workmen of the establishment in which the concerned workman was employee were also members of the union would not constitute sponsorship. It must be shown that they were connected together and arrived at an understanding by a resolution or by other means and collectively submitted the dispute.

17. The expression "industrial disputes" has been construed by the Apex Court to include individual disputes, because of the scheme of the Act. In *Raghu Nath Gopal Patvardhan* [1957(1) LLJ 27] the Apex Court ruled as to what dispute can be called as an industrial dispute. It was laid thereon that (1) a dispute between the employer and a single workman cannot be an industrial dispute, (2) it can not be per-se be an industrial dispute but may become if it is taken up by a trade union or a number of workmen. In *DharampalPrem Chand* [1965 (1) LLJ 668] it was commanded by the Apex Court that a dispute raised by a single workman cannot become an industrial dispute unless it is supported either by his union or in the absence of a union by substantial number of workmen. Same law was laid in the case of *Indian Express Newspaper (Pvt.) Limited* [1970 (1) LLJ 132]. However in *Western India Match Company* [1970 (11) LLJ 256], the Apex Court referred the precedent in *DronaKuchi Tea Estate's case* [1958 (1) LLJ 500] and ruled that a dispute relating to "any person becomes a dispute where the person in respect of whom it is raised is one in whose employment, non employment, terms of employment or conditions of labour, the parties, dispute for a direct or substantial interest".

18. What a substantial or considerable number of workmen would be in a given case, depend on particular facts of the case. The fact that an "industrial dispute", is supported by other workmen will have to be established either in the form of a resolution of the union of which workman may be member or of the workmen themselves who support the dispute or in any other manner. From the mere fact that a general union, at whose instance an

"industrial dispute" concerning an individual workman is referred for adjudication, has on its roll a few of the workmen of the establishment as its members, it cannot be inferred that the individual dispute has been converted into an "industrial dispute". The Tribunal has therefore, to consider the question as to how many of the fellow workman actually espoused the cause of the concerned workman by participating in the particular resolution of the union. In the absence of a such a determination by the Tribunal, it cannot be said that the individual dispute acquired the character of an industrial dispute and the Tribunal will not acquire jurisdiction to adjudicate upon the dispute. Nevertheless, in order to make a dispute an industrial dispute, it is not necessary that there should always be a resolution of substantial or appreciable number of workmen. What is necessary is that there should be some express or collective will of a substantial or an appreciable member of the workmen treating the cause of the individual workman as their own cause. Law to this effect was laid in P.Somasundrameran [1970 (1) LLJ 558].

19. It is not necessary that the sponsoring union is a registered trade union or a recognized trade union. Once it is shown that a body of substantial number of workmen either acting through a union or otherwise had sponsored the workman's cause, it is sufficient to convert it into an industrial dispute. In Pardeep Lamp Works [1970 (1) LLJ 507] complaints relating to dispute of ten workmen were filed before the Conciliation Officer by the individual workmen themselves. But their case was subsequently taken up by a new union formed by a large number of co workmen, if not a majority of them. Since this union was not registered or recognized, the workmen elected five representatives to prosecute the cases of ten dismissed workmen. Thus cases of the dismissed workmen were espoused by the new union, 'yet unregistered and unrecognized. The Apex Court held that the fact that these disputes were not taken up by a registered or recognized union does not mean that they were not "industrial dispute":

20. It is not expedient that same union should remain incharge of that dispute till its adjudication. The dispute may be espoused by the workmen of an establishment, through a particular union for making such a dispute an "industrial dispute", while the workman may be represented before the Tribunal for the purpose of section 36 of the Act by a member of executive or office bearer of altogether another union. The crux of the matter is that the dispute should be a dispute between the employer and his workmen. It is not necessary that the dispute must be espoused or conducted only by a registered trade union. Even if a trade union ceases to be registered trade union during the continuance of the adjudication proceedings that would not affect the maintainability of the order of reference. Law to this effect was laid by the High Court of Orissa in Gammon India Limited [1974 (II) LLJ 34]. For

ascertaining as to whether an individual dispute has acquired character of an individual dispute, the test is whether on the date of the reference the dispute was taken up as supported by the union of the workmen of the employer against whom the dispute is raised by the individual workman or by an appreciable number of the workman. In other words, the validity of the reference of an industrial dispute must be judged on the facts as they stood on the date of the reference and not necessarily on the date when the cause occurs. Reference can be made to a precedent in Western India Match Co.Ltd. [1970 (II) LLJ 256].

21. Above propositions relate to a dispute affecting an individual or a group of workmen, who may be members of the union. However, a dispute relating to rights of entire body of workmen is placed on different pedestal than a dispute affecting an individual or a group of workmen, who may be members of an unrecognized union. As pointed out above, an unrecognized union has no right to represent entire body of the workmen. In the dispute under reference, the union can not raise a dispute relating to its right to speak for or represent entire body of workmen. It is not a case, wherein the union wants to have a dialogue in respect of grievances of any individual workman or a group of workmen belonging to it. Acceptance of a demand, raised by the majority union and discussion over it is not one and the same thing. The union cannot raise a demand with a view to represent entire body of workmen. Thus, it is evident that the union has no right to raise the dispute, when it made an attempt to represent the entire body of workmen. It emerge out of the records that the union had acted with a view to pursue its election strategy for referendum to be held in the year 2012.

22. Assuming that the union can raise disputes relating to policy issues, in that situation facts of the present controversy are to be scanned. The union pleads that the Legislature, vide Act No. 24 of 2010, enacted section 9C of the Act, where in provisions have been made for setting up of a grievance redressal machinery. For sake of convenience those provisions are reproduced thus:

"9C. Setting up of Grievance Redressal Machinery:

1. Every industrial establishment employing twenty or more workmen shall have one or more Grievance Redressal Committee for the resolution of disputes arising out of individual grievances.
2. The Grievance Redressal Committee shall consist of equal number of members from the employer and the workmen.
3. The chairperson of the Grievance Redressal Committee shall be selected from the employer and from among the workmen alternatively on rotation basis every year.

4. The total number of members of the Grievance Redressal Committee shall not exceed more than six:

Provided that there shall be, as far as practicable one woman member if the Grievance Redressal Committee has two members and in case the number of members are more than two, the number of women members may be increased proportionately.

5. Notwithstanding anything contained in this section, the setting up of Grievance Redressal Committee shall not affect the right of the workman to raise industrial dispute on the same matter under the provisions of this Act.
6. The Grievance Redressal Committee may complete its proceedings within thirty days on receipt of a written application by or on behalf of the aggrieved party.
7. The workman who is aggrieved of the decision of the Grievance Redressal Committee may prefer an appeal to the employer against the decision of Grievance Redressal Committee and the employer shall, within one month from the date of receipt of such appeal, dispose off the same and send a copy of his decision to the workman concerned.
8. Nothing contained in this section shall apply to the workmen for whom there is an established Grievance Redressal Mechanism in the establishment concerned."

23. The union asserts that a grievance redressal mechanism has been adopted by the Authority. According to it, the mechanism adopted by the Authority is not in consonance with the provisions of section 9C of the Act. On the contrary, the Authority claims that sub-section (8) of section 9C of the Act exempts it from formation of such a grievance redressal committee, since an established grievance redressal mechanism is already in existence in its establishment. Grievance Redressal Mechanism applicable in the establishment of the Authority is extracted thus:

"To provide easily accessible machinery for settlement of grievances and to adopt measures that would ensure expeditious settlement of grievances of staff and officers leading to increased satisfaction in the job, thus resulting in improved productivity and efficiency.

#### 2. Applicability :

The scheme will cover all employees including officers of AA1.

#### 3. Grievance :

'Grievance' for the purpose of this scheme would mean a grievance relating to any employee arising out of implementation of the policies/rules or decisions of the authority, interpretation of service rules etc. of an individual nature or any other matter related to work situation, other than those referred in para 5(ii) and (iii).

#### 4. Procedure for Handling Grievance:

Subject to the above provisions, individual grievance of the employee shall henceforth be processed and dealt with in the following manner:

- 4.1 An aggrieved employee shall take up his grievance orally or in writing with the Local Grievance Officer (LGO) through HOD who will get facts of the case, give personal hearing and try to resolve the grievance at his level in consultation with the concerned department HOD/ and/or Unit/Station/Airport Incharge depending upon the nature and scope of grievance. In case the grievance cannot be settled within two weeks, LGO will intimate the same to the aggrieved employee giving reasons for the delay and also indicating when it is likely to be settled.
- 4.2 If the grievance is not satisfactorily redressed locally, the aggrieved employee may submit grievance in writing through proper channel to RED/APD Int'l Airport/respective ED(Pers) at Hqrs. The RD/APD Int'l Airport/ED(P&A) may resolve grievance or refer it to the Grievance Redressal Committee available or at the Region/ International Airport (depending upon nature of grievance).

The constitution of the Grievance Redressal Committee and Grievance Redressal Sub-Committee is indicated at (Para 4.3). The recommendations of the Grievance Redressal Committee will be conveyed within one month to RED/APD International Airport/ ED(P&A) at headquarters for his consideration. The Committee may also recommend RED/APD International Airport to take up the issue with the Grievance Redressal Committee at CHQ. The decision of such authority will be final subject to the provisions contained in Para 4.4.

- 4.3 The nomination of Staff Grievance Officer and constitution of the Grievance Redressal Committee/Grievance Sub-Committee shall be as under :

#### A. Grievance Redressal Officer

- |   |                                       |
|---|---------------------------------------|
| i.) Staff Grievance Officer<br>(Domestic Airport) | Officer Incharge of<br>Administration |
|---|---------------------------------------|



ii) Staff Grievance Officer (RED Office/International Airport) A senior level. Officer (SPM/DGM) from Personnel Department

iii) Staff Grievance Officer (at Hqrs Level. One each at Rajiv Gandhi Bhavan/ Operational Offices) General Manger(Pers)

#### B. Grievance Redressal Committee

Grievance Redressal Committee (At Corporate Office) General Manager (Pers) General Manager (F&A) Department Head to which the aggrieved employee belongs

Grievance Redressal Committee (At Regional Headquarter/ International Airport) Officer from Personnel Department Officer from Finance Department Representative to which the aggrieved employee belongs

The committee will be a Standing Committee in nature. Two of its members (Pers. And Fin. Department representatives) will be ex-officio members, whereas, the third member will be nominated with the approval of Member (P&A) in the case of Headquarters and Airport Director in the case of International Airports and by RED in the case of Regional Headquarters. Third member will be generally representing the Department to which aggrieved employee belongs and will be an officer of senior level. The Committee should meet atleast once a month.

4.4 In exceptional cases, where an employee is not satisfied with the decision of the Staff Grievance Officer/Grievance Redressal Committee/RED/APD International Airport as indicated above, he/she will have the option to appeal to the Member (P&A) concerned. The decision on such appeal will be taken within one month of the receipt of the appeal. The decision of the Member (P&A) will be final.

4.5 The grievances in respect of the following category of employee will not fall within the purview of the Grievance Redressal Committee. In their case, the procedure will be as under

i) In case of executives who are immediately below Board level, an individual grievance may be taken up with the concerned Member of the Board.

#### 5 Other Conditions

i) If the grievance arises out of an order given by the Management, the said order shall be complied with before the employee concerned invokes the procedure laid down for redressal of his grievance.

ii) The grievance pertaining to or arising out of the following shall not come under the purview of the Grievance Redressal Procedure.

a. Annual Performance Appraisal/Confidential Reports.

b. Where the grievance does not relate to an individual employee, and

c. In the case of any grievance arising out of discharge or dismissal of an employee.

iii) Grievance pertaining to or arising out of disciplinary action or appeal against such action shall be channeled to the competent authority as per the procedure laid down under the AAI (Conduct, Discipline & Appeal) Regulations.

iv) All grievances referred to the Grievance Redressal Committee/other Authorities indicated above shall be entered in a register to be maintained for the purpose by the Grievance Redressal Officer. GRO will send a monthly report to Member (P&A) indicating the number of grievances received, settled and pending during the month.

v) This grievance procedure will be reviewed by the management as and when it becomes necessary."

24. When grievance redressal mechanism applicable to the authority is scanned, it came to light that employees can raise their grievances before the committee detailed therein. The Committee is supposed to meet once in a month for redressal of such grievances. On being dissatisfied with the decision of the Committee, right of an appeal is available to an employee. However, participation of workmen in that Committee is not provided in the grievance redressal mechanism evolved by the Authority.

25. Whether formation of grievance redressal mechanism in consonance with the provisions of section 9C of the Act is essential? Provisions of sub-section (8) given an answer. As detailed above, sub-section (8) of section 9C of the Act contemplates that when there is an establishment grievance redressal mechanism in the establishment concerned, provisions of section 9C of the Act would not apply to the workmen of that establishment. As noted above word "established" has been prefixed to the grievance redressal mechanism. Hence question would be as to what term "established" means. The word "established" ordinarily means "fixed or laid down". In



Shorter Oxford English Dictionary (3rd.Ed.) word "establish" has been given a number of meanings, that is, "to render stable or firm, to ratify, to confirm, to restore permanently, to fix, settle, institute or ordain permanently, to set up on a secure basis, to found, to set up or bring about permanently". Therefore the word "establish" would mean to bring into existence. Hence phrase "established grievance redressal mechanism" used in sub-section (8) of section 9C of the Act would mean a settled or laid down grievance redressal mechanism.

26. As per case projected by the Authority, Grievance Redressal Mechanism is in operation since 15.10.2000. Committee formed there-under has been working smoothly for last more than a decade. No eyebrows were ever raised on the Grievance Redressal Mechanism till the Act was amended and section 9C was inserted therein. The grievance redressal mechanism formulated by it worked smoothly, without any hue and cry from entire body of the workmen. The recognized union had not raised any issue relating to formation of redressal grievance mechanism, in consonance with the provisions of section 9C of the Act.

27. Mechanism evolved by the Authority cannot be questioned by the union. Mere claim of the union that participation of the workmen is not there in the grievance redressal mechanism is not going to give any cause to it to raise a dispute when said mechanism is working effectively for more than a decade. As noted above, grievance redressal mechanism should be established in an establishment when provisions of section 9C of the Act came into operation. Sub-section (8) nowhere speaks that the grievance redressal mechanism should be in consonance with the provisions detailed therein section 9C of the Act. Therefore, it is emerging over the record that grievance redressal mechanism established in the organization of the Authority is a mechanism, as envisaged by sub-section (8) of section 9C of the Act. It gives exemption to the Authority from evolution of grievance redressal mechanism in consonance with provisions of section 9C of the Act. These reasons persuade me to project that provisions of section 9C of the Act are not applicable to the Authority.

28. In view of the foregoing reasons, it is evident that the union has no right to raise an issue which affects entire body of workmen, employed in the establishment of the Authority. Issue raised by the union has not acquired character of an industrial dispute. Even otherwise on factual matrix too, the Authority is exempted from evolving grievance redressal mechanism in consonance of the provisions of section 9C of the Act, since established grievance redressal mechanism is already in operation in its organization. These reasons persuade me to discard the

claim put forward by the union. An award is passed in favour of the Authority and against the union. It be sent to the appropriate Government for publication.

Dated: 16.01.2014

Dr. R.K. YADAV, Presiding Officer

नई दिल्ली, 19 मार्च, 2014

**का.आ. 1094.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत पेट्रोलियम कारपोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय 2, दिल्ली के पंचाट (संदर्भ संख्या 40/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-3-2014 को प्राप्त हुआ था।

[सं. एल-30011/116/2003-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 19th March, 2014

**S.O. 1094.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 40/2004) of the Central Government Industrial Tribunal/Labour Court No. 2. Delhi now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Bharat Petroleum Corporation Limited and their workman, which was received by the Central Government on 10-3-2014.

[No. L-30011/116/2003-IR (M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, DELHI

**Present :** Shri Harbansh Kumar Saxena

**ID No. 40/2004**

Sh. Mohinder Singh

Versus

B.P.C.L.

#### NO DISPUTE AWARD

The Central Government in the Ministry of Labour vide notification No. L- 30011/116/2003-IR(M) dated 11/02/2004 referred the following Industrial Dispute to this tribunal for the adjudication :-

"Whether the action taken by the management of Bharat Petroleum Corporation Ltd. in relation to the workman Sh. Mohinder Singh for punishment of demotion to lower grade (by one) with reduction in salary by at least 2 (two) increments values, is fair and legal? If not, to what relief the workman concerned is entitled and from which date?"

On 19.4.2004 reference was received in this tribunal. Which was register as I.D No. 40/4 and claimant was called upon to file claim statement with in fifteen days from date of service of notice. Which was required to be accompanied with relevant documents and list of witnesses.

After service of notice workman/claimant filed claim statement on 27.4.04.

Against contents of claim statement management filed Written statement on 19.4.2005.

Against contents of Written Statement workman filed Rejoinder on 9/8/05.

On the basis of pleadings of the parties my Ld. Predecessor framed issues.

#### Issue No. 1

Relating to departmental enquiry was decided as preliminary issue against workman on the basis of evidence on record.

On 6.2.14 workman moved an application U/s 151 CPC for withdrawal of Industrial Dispute which has been supported with his affidavit. .

Workman in aforesaid application mentioned as follows:—

1. That the above said case is pending before this Hon'ble Court.

2. That the claimant wishes to withdraw the dispute. He humbly submits that he does have not any claim of whatsoever in nature against the management. He further submits that he does not wish to challenge either the penalty imposed on him vide letter dated 25.4.2001 or any of its effect or any other issue.

3. The claimant further submits that he shall not challenging the order upholding the enquiry or any other order.

4. The claimant is filling the present application without any force and coercion and out of his own free will. He submits that he shall not be filling any dispute in future.

In view of the submissions, it is respectfully prayed that the claimant be allowed to withdrawn the present case.

Pass such other further orders as deem fit and proper to this Hon'ble Court in view of the facts and the circumstances of the case.

As this Tribunal is not empowered to permit the workman to withdraw his Industrial Dispute. So, no order in respect of withdrawal can be passed but workman has expressed his desire not to proceed further.

In these circumstances it is a fit case in which No Dispute Award can be passed. Which is accordingly passed.

Dated : 07-02-2014

HARBANSH KUMAR SAXENA, Presiding Officer

नई दिल्ली, 19 मार्च, 2014

**का.आ. 1095.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओएनजीसी लिमिटेड के प्रबंधन के संबंध निर्योजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, गुवाहाटी के पंचाट (संदर्भ संख्या 12/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-3-2014 को प्राप्त हुआ था।

[ सं. एल-30015/4/2006-आई आर (एम) ]

जोहन तोपनो, अवर सचिव

New Delhi, the 19th March, 2014

**S.O. 1095.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 12/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Guwahati now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of ONGC Ltd and their workman, which was received by the Central Government on 10-3-2014.

[No.L-30015/4/2006-IR (M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT GUWAHATI, ASSAM

**Present :** Sri L.C. Dey, M.A., LL.B., Presiding Officer,  
CGIT-cum-Labour Court, Guwahati.

In the matter of an Industrial Dispute between:

The Management of O.N.G.C. Ltd.,  
Tripura, Agartala.

-Vrs-

The workman Sri Shyamal Ch. Bhowmik,  
Agartala, Tripura.

Ref. Case No.12 of 2006

**APPEARANCES :**

For the Management : Mr. P. B. Choudhury,  
Advocate,  
Miss S. Senapati, Advocate.

For the Workman : Mr. D. K. Biswas, Advocate,  
Mr. G. S. Bhattacharjee,  
Advocate.

Date of Award : 31-07-2013

**AWARD**

1. This Reference is initiated on the Industrial Dispute raised by the workman Sri Shyamal Ch. Bhowmik against the ONGC Ltd., Tripura Asset, Agartala, Tripura West, which was referred by the Ministry of Labour & Employment vide their Order No. L- 30015/4/2006- IR(M); Dated: 28/02/2006. The Schedule of the Reference is as under :

**SCHEDULE**

"Whether the claim of the workman Shri Shyamal Chandra Bhowmik that he had worked continuously for more than 240, days with the management of ONGC correct? Whether the settlement arrived at on 27/28-1-2001 is biding on the workman? If so, to what relief the workman is entitled?"

2. On receipt of the Reference this case was registered and notices were served upon both the parties who appeared and contested the proceeding by filing their respective Claim Statement/Written Statement.

The case of the workman, in brief, is that the workman was engaged by the ONGC Tripura Asset, Agartala as casual worker in the month of November, 1982 and since then he had been working availing leave facilities and other service benefits till January 2001. The workman along with others was engaged sometime from the month of November to the month of July each year and in order to avoid statutory liabilities the number of days at work was always shown less than 240 days. The workman was one of the three Skilled Motor Mechanics utilized for the Project at work from November to July. In the year 1992 the workman approached the Hon'ble Gauhati High Court filing Writ Petition demanding regularization of service when the Management of ONGC contested mainly on the ground that the workman had no record of serving for 240 days or more in any particular year; while the Hon'ble High Court was pleased to call upon to decide whether this workman actually worked for 240 days or more in any year prior to filing his Writ Petition. During the pendency of the Writ

Petition the workman was called for interview for the Post of Junior Security Guard in the ONGC Project at Agartala and on the basis of the Circular dated 6.9.99 issued by the Management in which departmental candidate who completed 240 days of continuous service in 12 consecutive months were eligible for consideration. As such, the Management has admitted the fact that the workman had worked for 240 days in a year which entitled -him to be called for the interview and then the workman brought on record of the Writ Petition the above fact of the admission by a supplementary Affidavit on 02.02.2000. While the employer did not file any objection or counter objection to dispute or dislodge this documentary evidence. Accordingly the Hon'ble High Court held that the workman has admitted to have worked for more than 240 days continuously in a period of 12 months; and that the plea of the employer on memorandum of settlement arrived at on 27/28-01-2001 between the Trade Union' Units and the Management for one time settlement was not binding on this workman as he was never a member of any Unions of the casual workers and that further because the said settlement was only with respect to the workers of 180 days category. Thereafter the ONGC took the matter to the Division Bench of the Hon'ble High Court on appeal and the same appeal was also disposed of affirming the findings of the learned Single Bench of the High Court.

The Management on being dis-satisfied with the judgment of the Division Bench of the Hon'ble Gauhati High Court approached the Hon'ble Supreme Court which decided the issue by holding that the main issue whether the workman worked for 240 days or less than that has to be proved by the workman who claimed the benefit, and the question with regard to the number of days shall be decided by the Tribunal on a Reference made by the Government. The workman stated that the question whether he actually worked for 240 days or more in the year 1989-90 and 1990-91 can be decided if the employer is directed to produce the Attendance Registers of the said 2 years. He added that in the year 1989-90 the Bio Data Form Record 237 days and in 1990-91 records 235 days but in the actual field the workman worked for more days than recorded in the Bio-data Form. The workman being a Skilled Motor Vehicle Mechanic was utilized by the ONGC beyond this record days of work as firstly, atleast 4/5 paid holidays in a year the service of the workman was fully utilized and payment was also made in respect of the salary shown in the record; and secondly every year when the Geo-Science Party starts its work in mid November with its survey team and a fleet of 20 vehicles, this workman was summoned at least 15 days earlier to get the vehicles ready by carrying out the minor maintenance and the said 15 days of work done by the workman was rendered prior to the starting of

the work for the year taken only from the skilled casual worker for preparatory works. Hence the extra days of work do not recorded in the Bio-data Form or in any other document like certificate issued by the employer. However, the only record for verification as records the extra 10 to 15 days of work in each year can only be found in the Attendance Register which is in the custody of the Management. The question of number of days of work in a particular year was dismissed by the Learned Single Judge by disposing the Writ Petition. The Learned Division Bench of the High Court while disposing of the Writ Appeal gave its findings as follows :

"10: It is also trite that a mere denial cannot be treated as a specific denial. It was the specific case of the Petitioner in his Writ Petition that he had worked for more than 240 days continuously since November 1982, and he had maintained the record of the service so rendered by him in respect of the years 1989-90 and 1990-91 and in support of this submission the Petitioner had annexed the photocopy of the Attendance Register to his Writ Petition. The Respondents Appellants herein did not specifically assert in their Affidavit in opposition that the copies of the Attendance Register produced by the Writ Petitioner were false, forged and/or fabricated. What they had contended was that the copies were not authenticated documents. In support of their denial that the Petitioner had not put in 240 days of service in the year 1989-90 and 1990-91, the Respondents Appellants herein did not produced the Attendance Registers. Even when the Petitioner filed Additional Affidavit pointing out that the Respondents had not produce the relevant attendance Registers, which were the best document to prove as to whether the Petitioner had really worked for more than 240 days or not, the Respondents choose not to produce the same. This apart the Respondents also did not assign any reason as to why they had not produced the requisite Attendance Register. In fact no explanation in this regard, is discernible, even today, from the materials on record."

Hence, the workman stated that the Attendance Registers alone can solve the core question finally whether the workman did actually worked for more than 240 days in the years 1989-90 and 1990-91 if the Employer is directed to produce the said Attendance Registers.

Further case of the workman is that the Settlement arrived on 27/28-01-2001 was relating to the casual worker of 180 days category and the name of the workman was included there as he was treated as one belonging to 180 days category though actually on different years his service was taken for more than 240 days during period of 12 consecutive months as such, the Settlement dated

27/28-01-2001 is not binding on the workman. It is also mentioned by the workman that the said settlement dated 27/28- 01-2001 has been challenged by some other aggrieved casual workers in the Civil Court and in those cases, the Unions were represented by persons who had no authority and there was no conciliation proceeding at all. Consequently, the said Memorandum of Settlement was found invalid. However, the matter is pending before the Appellate Court. He also added that the Memorandum of Settlement dated 27/28-01-2001 shows that it was signed by Sunil Rudra Paul and Lokesh Dey as General Secretary of the Din Majdur Union and Vice President of the Sramik Union respectively. This Memorandum was also signed by one T.P.Ojha, the Regional Labour Commissioner as a Conciliation Officer and the signature of the said Conciliation Officer was obtained on the Agreement without any conciliation Proceeding and as such, this Settlement is not binding effect on the workman.

3. The Management, assailing the averments of the workman stated that the workman was employed as casual worker in the ONGC for seasonal field work in connection with Geo-Science Division (Respondent No.2) which controls and manage the Geo- Physical exploration activities of Respondent No.1 in Tripura. The field survey work in the Geo-Science Division which is under Geo-Physical Party No. 27 is seasonal for 6 to 7 months in a year between the months of November and June depending on the work assigned to the field party and weather; and the workman primarily involved in field service and seismic survey in specific areas which is purely seasonal and regular employees are not engaged since there is no work for them through out the year. The Management categorically denied the contention that to avoid statutory liabilities the number of days at work always shown short of 240 days. Actually the workman has never worked for 240 days in any given year as it reveals from the Bio-Data Form supplied to each contingent/casual worker of GP-27 of the Geo-Science Division by the Party Chief and it is mandatory for the workers to fill up the Bio-Data Form, after filling up the same giving particulars against each column by his own hand and to sign to the said Form before submission to the Party Chief. According to the Management as per Bio-Data Form submitted by the workman the workman worked from 1983-84 to 1989- 90 as shown below:—

Year	Period	No. of working days
1983-84	14th November, 1983 to 10th June, 1984	209
1984-85	2nd December, 1984 to 10th June, 1985	192



1985-86	13th November, 1985 to 15th June, 1986	225
1986-87	22nd December, 1986 to 29th June, 1987	215
1987-88	9th November, 1987 to 1st July, 1988	229
1988-89	7th November, 1988 to 30th June, 1989	236
1989-90	7th November, 1989 to 1st July, 1990	237
1990-91	7th November, 1990 to 30th June, 1991	235
1991-92	7th November, 1991 to 30th June, 1992	229
1992-93	25th November, 1992 to 30th June, 1993	217
1993-94	16th November, 1993 to 30th June, 1994	216
1994-95	15th November, 1994 to 30th June, 1995	227
1995-96	17th November, 1995 to 30th June, 1996	227
1996-97	15th November, 1996 to 30th June, 1997	227
1997-98	15th November, 1997 to 30th June, 1998	227
1998-99	15th November, 1998 to 30th June, 1999	227

The Management contended that the certificates are issued by the Respondent No. 2 certifying the number of days of work done by the workman during the relevant, field season, whether skilled, unskilled, casual, contingent or casual driver and the said certificates are duly signed by the workman concerned and re-issued to the workman who are the custodian of the same. The workman has annexed the certificate dated 23rd May, 1991 confirming that he had worked for 237 days from 7th November, 1989 to 1st July, 1990 but he failed to produce the other certificates issued to him.

4. The Management further stated that the workman was paid annual bonus as per the number of days he had worked each year, and the bonus record maintained for each year indicates the number of work put by the workman concerned during the year and the workman accepted the bonus amount calculated on the basis of each year

without raising any dispute in regard to the number of working days put in by him as reflected in the entire record. The Management also denied that the workman was one skilled mechanic working with motor vehicle used for Project work. The workman has no qualification as Automobile Mechanic and was merely engaged as casual worker to do casual work. The workman has not produced any material in support of his contention that he was one of the skilled Mechanic working with the Motor Vehicle; whereas in his Writ Petition the workman has prayed before the Honble High Court, inter-alia, for a Writ directing the respondents to provide the workman with a regular post of Automobile Mechanic with effect from November, 1982 but there is no Post of Automobile Mechanics with the Respondents and the post nearest to the said description is the post of Assistant Technician (Auto); and for appointment to the said post a candidate is required to have a Trade certificate in Motor Mechanic, Auto Trade: but the workman admittedly is not possessed with any such qualification or certificate.

In this connection the Management referred a certified Standing Order for contingent employees of the ONGC wherein Clause -2(1) of the Standing Order classified the contingent employees as temporary and casual, and as per Clause-2(i) and Clause- 2(ii) the workman who has been on the rolls of the Corporation and has put not less than 180 days of attendance in any period of 12 consecutive months shall be a temporary workman provided that a temporary workman who has put in not less than 240 days of attendance in any period of 12 consecutive months and who possesses the minimum qualification prescribed by the Corporation may be considered for conversion as a regular employee. The Management also referred their Office Memorandum dated 1st August 1967 in terms of which in regard to the question of regularization of contingent workers, it was decided that contingent workers may be absorbed against regular posts provided they have completed 240 days service in the Corporation in 12 consecutive months; they are held against regular post, and they possess requisite qualifications and experience as laid down in their recruitment regulation. It is also referred by the Management that an Office Order dated 16.7.91 issued by the GP General Manager (personnel), wherein, apart from the various conditions mentioned above for even being considered for absorption as a regular employee, it was further provided that no extra post will be created for contingent workers and no relaxation in the aforesaid post will be accorded. The further contention of the Management is that as regards the workman is concerned, assuming though not admitting that he has put in 240 days of work in a period of 12 consecutive months, then at best, he has a right to be considered at par with all other eligible candidates on merits, and in accordance with the



provisions of Articles 14 & 16, of the Constitution of India. Hence, the workman under no circumstances, has preferential right of appointment to any post with ONGC which is a State within the meaning of Article 12 of the Constitution of India. The Management further denied the contention of the workman that it contested the Writ petition filed by the workman before the High Court, mainly on the ground that the workman had no record of service for 240 days or more in any particular year. Actually in the counter affidavit to the Writ Petition, the Management apart from disputing the workman's contention of having worked for more than 240 days in any given year further submitted that the workman had not acquired any statutory right to be absorbed or regularized; and since the workman was engaged and working as casual worker on the basis of daily rated wages, he could not claim to be treated at par with the regularly employed workman of the management. The Management pleaded that as regards the memorandum dated 3rd January 2000 calling the workman for an interview for the post of Junior Security Guard in the Respondent's Project at Agartala, which was based on a circular issued by the Respondent on 6.9.1999 under which departmental candidates, who completed 240 days of continuous service in 10 consecutive months were only eligible for consideration and the memorandum was issued in favour of the workman due to bonafide mistake and the authority who issued the memorandum had no knowledge of the documents maintained by the Management at the Kolkata Office. The General Manager, Geo Science, Kolkata maintained all the records in his Kolkata Office regarding the employment of contingent/casual workers engaged for the field work, and no other record was maintained in this regard in the Agartala Office of the Tripura Project. It appears that the recruitment and promotion office at Agartala erroneously issued letters of interview to all persons employed in the Field Parties in Tripura and in view of this mistake no action was taken on the interview letter nor were any recruitment made thereafter on the basis of the said interview letter. It is also mentioned that the findings arrived at by the Hon'ble High Court in favour of the workman on the basis of the said memorandum has been negated by the Hon'ble Supreme Court. Further contention of the Management is that the memorandum of settlement arrived at on 27/28-01-2001 between the Trade Union and the Respondent was not binding on the workman for the reasons stated in the judgment of the Hon'ble High Court is of no consequence as it stands negated in terms of the judgment of the Hon'ble Supreme Court. It is also pleaded by the Management that the Attendance Register for the period November.1990 and December,1990 has long been missing and in accordance to which an FIR on 25.5.91 was lodged with the Kakraban Police Station on 25.9.91 yet in his Writ Petition filed before

the Hon'ble High Court, it was the workman's case that during the period of 1989-90 and 1990-91 the workman while allegedly working continuously for more than 240 days managed to keep the record in this regard; and the workman annexed photo copies of what he claimed to be were some pages of Attendance Register; and that assuming that said contention of the workman to be correct. it is but apparent that the workman was a party to the illegal removal of the Attendance Register from the premises of the Management, hence, the onus to produce the Attendance Register before this Tribunal is for the workman but not on the part of the Management.

5. The Management categorically denied that in actual field the workman worked for more than that recorded in the Bio-data Form for the year 1989-90 and 1990-91 as alleged; and that the workman was a Skilled Motor Vehicle Mechanics and was utilized by the Management beyond the days of work recorded in the Bio-data Form; and that on 4 to 5 paid holidays in a year the services of the workman were utilized and payment was made in addition to the salary. It is further denied by the Management that every year when the Geo-Science Party started its work in mid November with its Survey team and a fleet of 20 vehicles, the workman was summoned at least 15 days earlier to get the vehicles ready by carrying out minor maintenance as alleged; and that the said 15 days of work by the workman were rendered prior to and as a prelude to the beginning of the survey work.

6. The Management contended that the workman has nowhere stated that he was engaged against any regular vacancy according to the Rules and hence, the claim of regularization for his alleged work for a period above the Statutory period while the records submitted by him reveal that he worked for 237 days during the period from 07.11.1989 and 01.07.1990 and now he can not make a volt-face to claim that he had worked for any period other than for what he claimed to have been engaged. The Management also stated that there were 339 numbers of casual workers including the workman who were appointed by the Respondent No.2 and at the relevant time a number of casual workers were members of the Trade Union namely ONGC Din Mazdoor Union (CITU) and Tripura ONGC Shramik Union (INTUC) which raised demands representing the casual workers including the workman engaged in the Geo Science Division; and after lengthy discussion and in conciliation proceeding in presence of the Regional Labour Commissioner (C ), camp at Agartala, came to a memorandum of settlement u/s 12(3) of the Industrial Dispute Act between the Management of ONGC, RBC, CRBC and the workmen represented by the said two Trade Unions before the Regional Labour Commissioner (C). The workman was a party to and was duly represented

in the conciliation proceeding before the Regional Labour Commissioner and his name features in column No.88 of the casual workers of GP. 27 which is annexed as Annexure-A to the Memorandum of Settlement. This settlement provided, inter-alia, for dispensing with the services of the contingent/casual workers on a one time lump-sum payment, as agreed to and specified in the said settlement, together with withdrawal of any pending cases in any Court as well as for engaging the casual workers for the season ending June, 2001 and dispensing with their services. Accordingly after June, 2001 the workman was not engaged, finally under the settlement casual workers were offered a financial package and out of the 339 casual workers who are party to the said settlement as many as 271 casual workers have received financial package, and in this view of the matter, the settlement is binding on the workmen and only on this count the workman raised has not effect of the settlement is unsustainable in law. Further the workman having accepted re-engagement for the year 2000-2001 in terms of the said settlement, he can not be permitted to approbate and reprobate by taking the benefit of and yet challenging the settlement, in fact, based on the rival contention the Hon'ble Supreme Court had assumed the settlement to be legal and binding and then only referred the question as to whether the settlement was binding on the workman. The Management categorically stated that in their reply to paragraph-9 of the proceeding before the Civil Court in regard to the settlement dated 27/28/01.2001 are matter of record and in the said proceeding it has come on record that the Union were represented by presenting who have no authority and there was no conciliation proceeding which is not true.

7. The workman examined 3 witnesses including himself while the Management examined 2 witnesses.

The workman Sri Shyaml Chandra Bhowmik (WW.1) in his evidence on Affidavit stated that he was a workman under ONGC as casual labourer (Skilled) for about 20 years since 1982, and in January, 2001 a settlement was executed between the management of ONGC and some representatives of the workmen in respect of the casual labourer of 180 days category wherein his name was also included in the said list but he was not a member of any Union nor can be included under 180 days category as he worked for more than 240 days in many years during 20 years of service. The said settlement of January, 2001 was between the Management and some workmen who were neither office bearer nor deputed by the Union, and it proceeded in presence of the conciliation Officer from Guwahati but without his participation the workman was not aware about the meeting or settlement which he came to know only when he was informed that his service was terminated offering some package and thereafter he after

collecting necessary information, did not accept the package. He stated that he lodged a case in the High Court at Agartala Bench in 1992 prior to 9 years' of the aforesaid settlement demanding regularization of service, and he succeeded in this case in which the judgment was delivered on 6.9.2001 while the Management preferred an Appeal vide W.A. 26/2002 wherein the Management tried to establish that the workman did not worked for 240 days in any spell of one year when the Hon'ble High Court asked the Management to produce the Attendance Register for the year 1991. The only dispute raised before the Court was whether he worked for 240 days in any spell of one year. But the requisition made by the Court could not be complied with by producing Attendance Register pertaining to the relevant period, inspite of affording repeated opportunities by the Court, ultimately the Hon'ble High Court affirmed the order of the learned Single Bench holding that the Management admitted in its documents produced by the petitioner ( Interview letter issued to the workman and such other workmen who worked for 240 days), that the workman worked for 240 days qualifying for the interview and the Management did not dispute this document nor did it offer any explanation otherwise; and that failure to produce the Attendance Register as called for is presumed to be a case of non-production to avoid proof. According to the workman the fact that he worked for more then 240 days at least in one year was established both on admission and presumption in law. The Management thereafter approached the Hon'ble Supreme Court and on the basis of the order of the Supreme Court this Reference is being adjudicated by this Tribunal where the workman prayed to call for some record including the Attendance Register which are in the custody of the Management but such production has been resisted and hence, the workman submitted such documents which are in his custody such as the copies of the documents produced by the ONGC in the High Court, the certified copy of the judgment passed by the Single Bench and Division Bench of the Hon'ble Guwahati High Court. The workman also stated that he litigation was started in the year 1992 when the issue of the Attendance Register is clearly involved, but during that long process for the first time on 22.2.2007 the Management vide its objection to the production of documents, a document with the appearance of an FIR is submitted pleading that the relevant Attendance Register was lost and an FIR was duly lodged but there is no reason to believe in the genuinity of the document which is a concocted, manufactured in collusion to defeat the lawful claim of the workman. Further claim of the workman is that he was working under Chief Geo Physist of Party No. 27 as Skilled Assistant in vehicle operation as he know the work of motor. mechanic and he was liked by all officers for his faithfulness and hard working nature,

and he along with few other such assistants were called to duty at least 8-10 days prior to the commencement of the field work and during these days they cleaned and maintained the vehicle for use in the field survey work. During that period their attendance was not normally recorded, but in 1991 for the first time he demanded the Attendance Register to sign and the said Register was remained in the custody of the Store Keeper then he went to the Store Keeper but he refused to bring out the register before the party work starts formally then the workman complained to the party chief who called the Store Keeper and asked him to allow the workman to sign and since then he could sign in the Attendance Register. But from the next year the system was changed, while a separate attendance register was maintained for work of the pre- survey days which were not considered while issuing certificates recording number of days they worked in a year. Otherwise the authorized officers never certified recording actual number of days worked in the field only to keep it below 240 days. He also added that in the year 1991 when he demanded the Attendance Register, the Officer namely Sri NNB Naidu, under whom he worked and the Store Keeper Sri Binoy Kumar Das would be the best witnesses to the facts stated by him. He further contended that the Settlement dated 27/28.01.2001 by which few hundred casual worker's service was terminated was executed violating the law and it was not a Tripartite and the Conciliation Officer did not play any role of the proceeding he only remained present; and it was a settlement with regard to the casual workers of 180 days category for which he did not belong to; and his name was included either by mistake or by motive.

In course of his cross-examination the workman stated that he had produced Bio-data Form to be filled up by the contingent workers which was signed by him vide Exhibit-I wherein Exhibit-I(1) is his signature. He has also submitted the copy of the Tripartite Settlement dated 28.1.2001 vide Exhibit-2. The witness (WW1) volunteered that the Management compelled him to put his signature on that document. He also mentioned that he did not file any complaint before the police on the ground that he was threatened by the Management but he informed this matter to the Management in writing which was damaged in his presence. He also did not send the same by Post. The workman also said that he did not produce any certificate from any Government Institution to show that he was a motor mechanic/skilled mechanic; and he used to get bonus from the Management. He also added that he did not submit any document to show that there is sanctioned post of motor mechanic in ONGC. It is mentioned by the workman that he is not aware whether out of 339 numbers of Geo Science Party working in the field. 227 persons have taken away the benefit and left the job in terms of Exhibit-2 and that he used to work in a Project namely Geo Science Party. In course of suggestion tendered by the Management,

workman denied that he was not compelled by the Management to fill up Exhibit-I and that his protest letter was damaged by the Management. He also denied the suggestion that he never worked 240 days in 12 consecutive months and that he failed to produce any document that he worked more than 240 days. The workman also confirmed that he did not file any appointment letter issued by the ONGC while he volunteered that the appointment letter was issued to him but he lost it; and that he was around 50 years on the date of his deposition.

8. The workman witness No.2 Sri Dharendra Chandra Banik, one of the colleagues of the workman working in Geo Physical Party No.27 of ONGC as Driver prior to joining of the workman stated that the workman was a hard working and was liked by the Higher Officers. He mentioned that the Geo Party worked in the field until the monsoon came and from the month of July to October the casual workers of the party remained Idle. He also said that the workman Shyamal Chandra Bhowmik was working as Skilled workers as Motor mechanic Assistant and before commencement of the work in the field in the month of November, the workman was called to the Abhaynagar store yard where all the party vehicles were parked during the idle period and other 3/4 similar mechanical assistments namely Narayan Paul, Arun Sarkar and Darlong were also called to work on the vehicle wash, grease and make the vehicles fit for use every year. He also added that the party chief did not allow the worker to sign on those 7/8 days in any Attendance Register and sometime in 1990-91 the workman Shyamal Ch. Bhowmik insisted on signing while the Officer Mr. Naidu allowed the workman to sign on the Attendance Register but at the time of issuing certificate those days of works was not included.

During his cross-examination the workman witness No.2 said that he had not produced any document to show that he used to work in Geo- Physical Party No. 27 as Driver nor did he submit any document to show that the workman acquired any mechanical education qualification from Government Institution nor did he annexed any letter showing that they protested against the act of the Management in not recording 7 to 8 days extra work by issuing a certificate, while the W.W.2 volunteered that they protested that act of the Management. The W.W.2 also denied the suggestion tendered by the Management that he did not work in Geo-Physical Party No.27 and that the workman was not in fact worked 7 to 8 days prior to the season.

9. The Workman witness No.3 Sri Chandan Deb is one of the colleagues of the workman in Geo-Physical Party No.27, who was working as Welder/repairer stated that the workman was a Skilled Motor Mechanic Assistant; and that a Settlement between the ONGC Management and the Workers Union took place in January, 2001 by which their services as casual workers was terminated and



he received the package along with many others in terms of the said agreement. The workman did not accept the package as he did not belong to 180 days casual worker. He fall in the category of 240 days labourer. The workman witness No. 3 also stated that every year before commencement of the survey work of the Geo- Physical Party in the Month of November, the workman along with Narayan Paul and few others working as Motor Vehicle Assistant ( Mechanic) were called and engaged in the repairing cleaning and maintaining the vehicles before 7/8 days of commencement of the survey work and for those 7/8 days salary was paid but no attendance was taken and those dates were not included in the number of days for which certificate was issued by the authority. He also added that while he visited the ONGC store yard at Abhoynagar in Agartala where all the vehicles of the Geo Physical party 27 were parked during the idle period, while Shyamal and other Assistants worked on the vehicles for 7/8 days at the store yard. The witness concerned added that he came to know that the workman had filed a case in 1992 for his regularization basing on his claim to have worked for more than 240 days in a year and he succeeded as the authority could not produce the Attendance Register in spite of direction by the Hon'ble Court and that the workman is passing his days in serious crisis since 2001 when he was removed from service offering some financial package which he did not accept.

10. The Management witness No.1 Mr. Sanjib Sett who was working as Chief Geophysicist ( Surface) in GP.27 at seismic survey Camp situated at Tapaban and Phatikchara at Tripura for the period from November, 1999 to June 2000 and again from November 2000 to June 2001, stated that the period for seismic survey field season start from November 1999 to June 2000 and again from November 2000 to June 2001 and the work of the ONGC is exploitation of hydrocarbon and natural gases which is preceded by some important work and it is temporary in nature. The work of seismic survey is conducted in different localities wherever the Geophysicists feel it necessary and is purely a seasonal work in which rain is the great hindrance. He also added that the workman Shyamal Chandra Bhowmik used to work in vehicle repairing Section in the Camp .as a contingent/casual works and he never worked for 240 days in any field season and that it would appear that the workman had filled up documents and signed the said document in his own hand writing wherefrom it would appear that he had worked from 1984 to 2001 but in none of the year he had worked for 240 days as it appears from the Exhibit-1. He also added that the workman was never called upon to work 8 to 10 days prior to start of seismic survey and there was one Attendance Register and no separate Attendance Register was maintained for

Vehicle Repairing Section. He also said that the Vehicles were regularly maintained by the Logistic Section of the ONGC Ltd. itself and hence the Question of calling upon the workman prior to 8 to 10 days of starting of seismic survey does not arise. The Management witness also stated that there was a dispute regarding non-engagement of contingent/casual work in the year 2001-2002 which. led to an elaborate conciliation proceeding and accordingly a Tripartite Settlement was entered into by and between the Management of ONGC and the Leader of the Recognised Unions which represented the majority of the contingent/ casual workers. By virtue of the said Tripartite Settlement the contingent workers were paid lump sum amount for their dis-engagement. The witness concerned has produced the Tripartite Settlement marked as Annexure-II (Exhibit-2 proved by the workman). He also mentioned that the said Tripartite Settlement was signed by the Chief Geophysicists(s) Mr. Robin Mazumder, and Superintendent Geophysicists (s) Mr. R.C.Mishra on behalf of the Management; Sri Sunil Rudrapaul, General Secretary, ONGC Din Mazdoor Union (CITU); Sri Lokesh Dey, Vice-President of the ONGC Shramik Union (INTUC). Besides the Regional Labour Commissioner (C) Mr. T. P. Ojha and two witnesses also signed the said Tripartite Settlement. In terms of the said settlement out of 339 workers, 271 workers took away the benefits flowing out of the said Tripartite Settlement and that the majority of the contingent/ casual workers have settled the dispute in terms of the said settlement. In course of his cross-examination he confirmed the statement made in their W.S. at para-2 that the workman, is admittedly not possessed with any such qualifications or certificates; and in any case, since the workman has not completed 240 days in any given year, he was not entitled to be considered for appointment or be treated at part with regular employees. He has also proved the Bio-data form marked as Exhibit-1 (in two pages) and mentioned that the contingent/casual worker Sri S.C. Bhowmik himself filled up the said Form and that the Column-IV of Exhibit-1 was recorded basing upon the certificate issued and that the Attendance Register of 1990-91 was available with the ONGC at the time of issuing Exhibit-1 but he did not know whether 2 numbers of Officers named in the evidence of workman S.C.Bhowmik has been cited as Management witness. He also could not say whether there was a conciliation proceeding and that whether the Attendance Register for the year 1989-90, and 1990-91 were available with the ONGC but those were not produced intentionally.

11. The Management Witness No.2, Mr. R.C.Mishra, Chief Geophysicist (S) who was posted in GP-27 in Camp Amtali, Camp Balonia, Camp Tapoban Ashram and Camp Fatikchera in the year 1995, June to 2002 June, stated that

there was a dispute in regard to the non-engagement of contingent/casual workers working for the year 2001-02 which led an elaborate conciliation proceeding and accordingly Tripartite Settlement was entered into by and between the Management ONGC and the Leaders of the recognized Unions which represented the contingent/casual workers. In terms of the said Tripartite Settlement, the contingent/casual workers were paid lump sum amount for their disengagement. He also mentioned that it would appear from the said Tripartite Settlement that it was signed by Chief Geophysicist (s) Mr. Rabin Mazumder and Sri R.C.Mishra, the then Superintendent Geophysicists(s) himself on behalf of the Management; Sri Sunil Rudra Paul, General Secretary, ONGC Din Mazdoor Union (CITU) and Sri Lokesh Dey, Vice President of the ONGC Shramik Union (INTUC) also signed the said Memorandum of Settlement. He further mentioned that besides the above two other witnesses had also signed the Memorandum, and finally it was signed by Mr. T. P. Ojha, Regional Labour Commissioner (C), Guwahati. In terms of the said Settlement out of 339 workers, 271 workers took away the benefits flowing out of the said Tripartite Settlement and prior to signing of the said Settlement the Regional Labour Commissioner (C), Mr. T.P.Ojah, called all the parties for settlement of the discussion and he helped both the parties to sort out the difference between the parties and the Settlement was signed at the end of the conciliation. In his cross-examination he stated that besides the matter regarding Tripartite Settlement he has no knowledge on other incidents involving the Reference.

12. In this Reference, this Tribunal is to decide 2 issues namely (1) whether the claim of the workman that he worked more than 240 days in a year is correct; (2) Whether the Settlement arrived at on 27/28-01-2001 binding with the workman.

From the evidence on record as discussed above, along with the documents produced by both the parties, it appears that the plea of the workman is that he had worked 240 days in 12 consecutive months continuously in a year since 1982 to 2001 and in support of his contention the workman has produced the documents namely the Certified copy of the Attendance Register marked as Exhibit-6 (Page-43 & 44); the Certified copy of judgment passed by Hon'ble Gauhati High Court, Agartala Bench in Civil Rule No.144 of 1992 marked as Exhibit-3. the Certified copy of Affidavit submitted by the workman in Civil Rule No.144/1992 along with its enclosures namely the certified copy of Circular dated 6.9.99 issued by the ONGC Agartala; the Certified copy of Memorandum calling the workman for appearing the interview vide Exhibit-4; the Certified copy of the order dated 9-6-2004 passed by the Hon'ble High Court in W.A. No. 20(2002) vide Exhibit-5. The workman also submitted

the Certified copy of the Writ Appeal submitted by the Management against the judgment and order dated 6.9.01 passed by the Learned Single Judge in Civil Rule No. 144/92 along with the certified copies of the relevant documents namely history Card of Casual Workers for the purpose of making bonus, Bio-data Form in respect of the Contingent/Casual workers; the Memorandum regarding engagement, the extract from Daily Attendance Register; Certified copy of Memorandum of Settlement dated 27/28-01-2001 vide Exhibit-6; and the Certified copy of the Judgment and Order passed by Hon'ble Supreme Court in Civil Appeal No. 1909/2005 vide Exhibit-8. The workman also alleged that he was working as Motor Mechanic Assistant and about 8 to 10 days prior to starting of project work he along with other workers were called by the Management and they were engaged to clean, grease and make O.K. the vehicles to be used for the seismic survey work which were lying vacant during the rainy season for suspension of the works. But the workman along with others who were called prior to starting of the project work were not allowed to put their signature on the Attendance Register although they were paying the remuneration and their attendance was not brought in the Bio-data Form and the history Card of casual workers for the purpose of making bous. He further contended that in order to avoid statutory problem the Management did not record their entire Attendance but actually the workman along with some other Motor Mechanics had worked more than 240 days in consecutive 12 month. The plea of the workman that the Management willfully withhold the Attendance Register from the Hon'ble Court inspite of allowing them sufficient opportunities to produce the same and hence every presumption of the fact that the workman had worked more than 240 days in a year. Further plea of the workman is that the Management of ONGC in terms of their Circular dated 6-9-99 issued call card for appearing in the interview on 23-1-2000 on the basis of the condition that the departmental candidates/existing contingent workers who have completed 240 days of continuous service in 12 consecutive months.

13. On careful scrutiny of the Bio-data Form/ Certificate issued by the Management for the period 1991-92 to 1998-99 proved by the workman as Exhibit-I and Exhibit- 1(1) the enclosures of Writ Appeal No.26/2002 marked as Exhibit-6, it appears that the workman has not completed 240 days in 12 consecutive month in any of the years from 1991-92 to 1998-99. The history Card of casual workers for the purpose of making bonus for the accounting year from 1995-96 to 2000-01 also shows that the workman has not completed 240 days in any of the years. The Management on the other hand, vehemently objecting the contention of the workman took the plea that



the workman was engaged as contingent/casual worker and the seismic survey is conducted from the month of November to June and the work is purely seasonal one, rain is the greatest hindrance and the job was purely temporary and as such the workman never worked for 240 days and this contention has been supported by the Management witness No.1.

14. In course of their argument Mr. P.B.Choudhury, Learned Advocate for the Management submitted that onus is on the part of the workman to prove that he had worked 240 days in a year and the Hon'ble Division Bench of Gauhati High Court has been pleased to shift the burden of proving 240 days in a year upon the Management of ONGC in Writ Appeal which was challenged by the Management before the Hon'ble Supreme Court and the said appeal was registered as Civil Appeal No.1909/2005 in which the Hon'ble Supreme Court has been pleased to set aside the judgment of the Hon'ble Gauhati High Court with direction that in a case, dispute is raised between the appropriate Government which shall refer the matter to the concerned Tribunal for adjudication. In this regard, Mr. Choudhury relied upon the decision of the Hon'ble Supreme Court in Range Forest Officer -Vs- S.T.Hadimani, (2002) 3 SCC 25; In Rajasthan State Ganganagar Sugar Mill Ltd. -Vrs-State of Rajasthan and another (2004) 8 SCC 161; and In M.P. Electricity Board-Vs-Hariram, (2004) 8 SCC 246; and Batala Coop. Sugar Mills Ltd. -Vs-Sowaran Singh (2005) 8 SCC 481. In all these cases the Hon'ble Supreme Court has been pleased to hold that where the workman's claimed that he had worked for more than 240 days in the year preceding termination it is for the workman to adduce evidence apart from examining himself or filing Affidavit, to prove the said factum and such evidence may be in the form of salary or wages for 240 days or record of his appointment or engagement for that year to show that he had worked with the employer for 240 days. From the record produced by the workman along with Exhibit-6 it transpires that the workman worked for 191, 210, 215, 229, 236, 237, 235, 229, 217, 226, 227, 227, 228, 228, 229 during the year 1984-85, 1985-86, 1986-87, 1987-88, 1988-89, 1989-90, 1990-91, 1991-92, 1992-93, 1993-94, 1994-95, 1995-96, 1996-97, 1997-98, 1998-99 and 1999-2000 respectively. Although the workman took the plea that he was engaged by the Management about 8 to 10 days prior to starting of the work of seismic survey but those days of work were not counted. The evidence on record shows that the Bio-data Form was duly prepared and signed by the workman and there is nothing on record to show that the workman had raised any protest against non inclusion of the days of work which he did prior to starting of the seismic survey work although in his cross-examination he said that he has submitted protest letter but it was not entertained and that

he was forced to put his signature on the Bio- data Form. There is neither any documentary nor any trustworthy oral testimony in support of his contention that he had raised any complaint either to the Management or has sought for any legal action and hence, this plea is found to be not acceptable.

15. The workman in his evidence categorically mentioned that he was working as Motor Mechanic Assistant and he was engaged about 8/10 days prior to the starting of the seismic survey and the Management did not maintain any Attendance Register for his 8 to 10 days extra duty but paid the wages and on his pursuance in one occasion he was allowed to put his signature by one party 'Chief namely NNB Naidu, who directed the Store Keeper Sir Binoy Kumar Das to maintain the Attendance Register for the said period, but after transfer of Mr. Naidu & Mr. Das this system of maintaining of Attendance Register was discontinued. The workman also mentioned that said Mr. NNB Naidu & Mr. B.K.Das who are still in service, are the witnesses who could well establish the fact that he was engaged by the Management prior to 8 to 10 days starting of seismic survey work but they were not examined by the Management. This contention of the workman is found not relevant since he knows that Mr. NNB Naidu and Mr. B.Das were the best witnesses why he refrained from praying before the Court for examining the said two witnesses in order to establish his plea and it is the established principle of law that the onus is on the party to prove the fact who assert it. Thus it is clear that the plea of the workman is not found to be established. Further the argument categorically mentioned that he had been working as Motor Mechanic Assistant but he did not produce any document in support of his qualification which hampers the credibility of the testimony of the workman.

16. Mr. D. K. Biswas, Learned Advocate for the workman submitted that the Management of ONGC called the departmental candidate/contingent workers who have completed 240 days of work for appearing in the interview for appointment to the Post of Junior Security Guard including the workman in terms of the Circular dated 6-9-99 vide Memorandum No.AGT/RNP/Scu/99 dated 3.1.2000 and his eligibility to appear before the Test is sufficient enough to hold that he had worked for 240 days, while in their W.S. the Management categorically mentioned that the said memorandum was issued in favour of the workman due to bona-fide mistake and the authority who issued the memorandum had no knowledge of the document maintained by the Management at Calcutta Office regarding employment of contingent/casual workers engaged for the field work; and that the recruitment and the Promotion

Office at Agartala maintained no records of the working of the field parties but they erroneously issued letter of interview to all persons employed in the Field parties in Tripura and in view of this mistake no action was taken on the interview letter nor was any recruitment was made thereafter on the basis of the said interview letter. There is also nothing on record to show that action was taken by the Management of ONGC on the Memorandum regarding appointment of Security Guard. Thus the workman can not take advantage of the aforesaid bonafide mistake.

Mr. Biswas, Learned Advocate for the workman raised another argument that in the Writ Appeal No.26/ 2002 the Management was directed by the Hon'ble High Court to produce Attendance Register of the relevant year i.e. 1990-91 and 1991-92 and in response the Management produced many other documents besides the Attendance Register which was categorically ordered and hence the Appeal failed. The failure to produce the Attendance Register which was in the custody of the Management, is sufficient enough to presume that the workman completed 240 days of work and in order to suppress the truth the Management withhold the said document rather they took a casual stand that the Attendance Register was lost and FIR lodged at the relevant time but no evidence was led to that effect. In support of his argument Mr. Biswas relied upon the decision of Hon'ble Supreme Court laid down in R.M. Yellatti --- Vrs--- Asst. Executive Engineer, reported in 2006 (1) SCC 106 that a Court of law even in a case where provisions of the Evidence Act apply, may presume or may not presume that if a party despite possession of the best evidence had not produced the same, it would have gone against his contentions; the matter, however, would be different where despite direction by a Court the evidence is withheld, presumption as to adverse inference for non-production of evidence is always optional and one of the factors which is required to be taken into consideration is the background of the facts involved in the lies; and as such, the presumption is not obligatory because notwithstanding the intentional non-production, other circumstances may exist upon which such intentional non-production may be found to be justified on some reasonable grounds.

17. Mr. P.B. Choudhury, learned Advocate for the Management, resisting the argument of the learned Advocate for the workman pointed out that in Para-6 & 7 of their Written Statement they had made it clear that the Attendance Register for the month of November & December, 1990 had been missing and in this regard an FIR was lodged on 25-5-91 and in support of this averment the Management has furnished extract copy of Kakraban Police Out Post G.D. Entry No. 590 dated 25-5-91 wherein it was recorded that the G.P. 27 Party, ONGC has submitted that the Attendance Register of Casual Workers of the Party for the period November and December, 1991 had been lost

and a copy of the said F.I.R. and extract from the Kakraban Police Out Post G.D. Entry No. 590 dated 25-5-91 along with a forwarding letter dated 19.5.2006 has been annexed with the W.S. as well as the written objection to the application submitted by the workman calling for record from the custody of the Management. He also pointed out that the workman annexed the photo copies of some pages of Attendance Register in the Writ Petition before the Hon'ble High Court and hence, it is apparent that the workman was a party to the illegal removal of the Attendance Register from the premises of the Respondent: as such, the onus to produce the Attendance Register before the Tribunal is on the workman and not on the Respondent. Mr. Choudhury also added that notwithstanding the above position, the Bio-data Form submitted by the workman, the certificate issued by the Corporation and the Bonus Register of the workmen clearly established that at no point of time that the workman worked for 240 days or more during 12 consecutive months. In this connection Mr. Choudhury also relied upon the ratio of the judgment passed by the Hon'ble Supreme Court in Municipal Corporation, Faridabad -Vs-Shri Niwas, reported in (2004) 8 SCC 195 wherein it was held : "A Court of law even in a case where provisions of Indian Evidence Act apply may presume or may not presume that if the party despite possession of the best evidence had not produced the same, it would have given against his contention. The matter would be different where despite direction by Court, the evidence is withheld. Presumption is to adverse inference for non- production of evidence is always optional and one of the factors which is required to be taken into consideration is the background of facts involved in the lie. The presumption, thus, is not obligatory because notwithstanding the intentional non-production other circumstances, may exist upon which such intentional non-production may be found to be justifiable on some reasonable grounds. In the instant case the Industrial Tribunal did not draw any adverse inference against the appellant. It was within its jurisdiction to do so particularly having regard to the nature of evidence adduced by the respondent".

18. In this connection Mr. Choudhury also referred the decision of Hon'ble Supreme Court in R.M. Yellathi --- Vs-The Asstt. Executive Engineer reported in JT 2005 (9) SCC 340. Since the Attendance Register was found to be lost from the premises of the Management as it appears from the pleadings along with supporting documents produced by them and the other relevant supporting documents namely the Bio-data Form, History Card for the purpose of making bonus in respect of the workman and the certificate issued by the ONGC in favour of the workman (Exhibit- 1 ), but no where supported the plea of the workman that he had worked 240 days within 12 consecutive month. Although the workman alleged that he resisted to put his signature on the Bio-data Form and

the History Card regarding bonus due to threatening and pressure by the Management he was compelled to put his signatures on those documents but he did not file any complaint before the Police on that ground. He also said that he informed the matter to the Management in writing but that was not entertained rather it was damaged in his presence. In order to establish this averment the workman has neither produced any documentary evidence nor any oral testimony in his favour. In view of the above circumstances and having regard to the argument raised by both the parties and as well as the decision of the Hon'ble Supreme Court, I do not find any reason to take any adverse opinion against the Management and to held that the workman worked for 240 days in a year due to non-production of the Attendance Register alone by the Management.

19. In view of my above discussion and the decisions of the Hon'ble Supreme Court as above, I find no force in the argument raised by the Learned Advocate for the workman. Hence, I find no hesitation to opine that the workman has not been able to establish that he had worked continuously for more than 240 days in consecutive 12 months under the Management of ONGC. Accordingly, this issue is decided in negative.

20. As regards the issue whether the Settlement arrived at on 27/28-01-2001 is binding on the workman, the workman has stated in his evidence that the said Settlement by which a few hundred casual worker's service was terminated, was executed violating the law and it was not a Tripartite Settlement as the Conciliation Officer did not play any role in the proceeding, he only remained present; and as it was a settlement with regard to the casual workers of 180 days category for which the workman did not belong to and his name was included either by mistake or by motive. In course of argument Mr. D.K. Biswas submitted that the Tripartite Settlement was arrived at regarding the contingent workers of 180 days category and as the workman Shyamal Bhowmik is not within the said category this Tripartite Settlement which is not binding on the workman. While the Management pleaded that the Tripartite Settlement was entered into by and between the ONGC Ltd. and the Leaders of the recognized Unions which represented the majority of the contingent/casual workers and the said Settlement was signed by the Chief Geo-Physicists Mr. R. Mazumder; Superintendent, Geo-Physicists Mr. R. C. Mishra, on behalf of the Management; Sri Sunil Rudra Paul, General Secretary, ONGC Din Mazdoor Union (CITU); Sri Lokesh Dey, Vice-President of the ONGC Shramik Union (INTUC). Two other witnesses signed the Memorandum of Settlement and finally it was signed by Mr. T. P. Ojha, Regional Labour Commissioner (C), Guwahati; and by this Settlement out of 339 workers, 271 workers took away the benefits flowing out of the said Tripartite Settlement. In this connection the Management

Witness Nos. 1 Mr. Sanjib Sett and Management Witness No.2 Mr. R.C. Mishra who are one of the signatories to the said settlement on behalf of the Management categorically stated that there was a dispute with regard to non-engagement of contingent/casual workers for the year 2001/2002 which led to an elaborate conciliation proceeding and a Tripartite Settlement was entered into between the Management and the Leaders of the recognized Unions which represented the majority of the contingent/casual workers and the said Settlement was arrived at after the conciliation in presence of the Regional Labour Commissioner (C), Guwahati, This testimony of MW.2 is found to be untwisted & unshaken.

21. Mr. P.B.Choudhury, on the other hand vehemently opposed the submission of the Learned Advocate for the workman and argued that as per provision of Section 18(3) of the I.D.Act a Settlement arrived at in course of conciliation proceedings under the Industrial Dispute Act, 1947 or an Arbitration Award in case where a Notification has been issued under Sub-Section (3) of Section 10A or an Award of a Labour Court, Tribunal or National Tribunal, which has become enforceable shall be binding on all the parties to the Industrial Dispute; all the parties summoned to appear in the proceeding as parties to the dispute; the heirs, successors or assignees in respect of the establishment to which the dispute relates; and where a party referred to in Clause (a) or Clause (b) of the said Section is composed of workmen, all persons who were employed in the establishment or part of the establishment, as the case may be, to which the dispute relates on the date of the dispute, and all persons who subsequently become employed in that establishment or part.

In this connection Mr. Choudhury, referred the case of ITC Limited Workers Welfare Association and another -Vs-Management, ITC Ltd. and another reported in (2002) 3 SCC 411, wherein it was held that in answering the Reference the Industrial Adjudicator has to keep in the forefront of his mind the settlement reached U/s 12(3) of the Industrial Act; once it is found that the terms of the Settlement operate in respect of the dispute raised before it, it is not open to the Industrial Tribunal to ignore the Settlement or even belittle its effect by applying its mind independent of the settlement unless the settlement is found to be contrary to the mandatory provisions of the Act or unless it is found that there is non-conformance to the norms by which the settlement could be subjected to judicial scrutiny; and an individual employee cannot seek to wriggle out of the settlement merely because it does not suit him. Mr. Choudhury, further relied on the decision in National Engineering Industries Ltd. -Vs-State of Rajasthan published in (2000) 1 SCC 371 that a settlement arrived at in course of conciliation proceeding with a recognized majority Union will be binding on all workmen of the establishment even belong to the Minority Union which



had objected to the same; the recognized union having the majority members is expected to protect the legitimate interest of the labourers and enter into a settlement in the best interest of the labourers; and this is with the object to hold the settlement reached with the active assistance of the conciliation Officer; and to distinguish an individual employee or a minority Union from scuttling the settlement; and when a settlement is arrived at during the conciliation proceeding it is binding on the members of the workers Union as laid down by Section 18(3)(d) of the Industrial Dispute Act. In the instant case the workman Shyamal Chandra Bhowmik relied upon the Tripartite Settlement arrived at on 27/28-01-2001 between the Management and the Union in presence of the Conciliation Officer, Mr. T. P.Ojha, and on the strength of the said Settlement out of 339 workers 271 workers took away the benefit flowing out of the said tripartite settlement. The workman witness No. 1, S.C. Bhowmik although in his evidence admitted the said tripartite settlement, disputed the settlement on the ground that he was not one of the signatories to the said settlement as he does not belong to 180 days workers category. The workman in his claim statement mentioned that the said tripartite settlement was challenged in the court of law & the settlement was found invalid. But the workman has not been able to substantiate his pleading producing the relevant document and the decision/order of the proper legal forum. The workman himself exhibited the tripartite settlement vide Exhibit-2 without enclosing the list of casual workers of G.P.27, while the Management witness has proved the same being the Annexure-2 wherein it is revealed from the list of casual workers that the workman S.C.Bhowmik was one of the signatories to the said settlement as it reflected at Serial No.SS of the said list of casual workers. The workman witness Sri S.C. Bhowmik in his evidence on Affidavit categorically mentioned that his name was included in the list but he was not a member of any Union nor can be included under 180 days category. While in course of his cross-examination he mentioned that he was compelled to put his signature on the list of workers enclosed with (Exhibit-2/Annexure-2 submitted by the Management in course of evidence), but he did not file any complaint before the Police on the ground that he was threatened by the Management. He also said that he informed this matter to the Management in writing but that was damaged in his presence. But the workman has not been able to substantiate his contention adducing reliable evidence.

22. From my discussion on the Issue No. 1 it is clear that the workman has not been able to prove that he has worked for 240 days in 12 consecutive months in any year. As such, it can safely be held that the workman was within the category of 180 days of works at the relevant time of settlement and he has failed to substantiate his plea that he was not one of the members of 180 days category

workers and that he was not present at the time of conciliation held in presence of the Unions, Management and the Conciliation Officer. In view of my above discussion and having regard to the submission of learned Advocates for both the parties as well as the decision of the Hon'ble Supreme Court as mentioned to above, I am of the opinion that the workman Shyamal Chandra Bhowmik is bound by the Tripartite Settlement arrived at on 27/28-01-2001 held between the Management, Unions and the Conciliation Officer.

23. Accordingly, this issue is decided in affirmative against the workman.

Under the above circumstances it is held that the workman Shyamal Chandra Bhowmik is not entitled to any relief as claimed.

24. In the result, the Reference is decided on merit without awarding any relief.

Send the Award to the Government as per procedure.

Given under my hand and seal of this Court on this 31st day of July, 2013.

L.C.DEY, Presiding Officer

नई दिल्ली, 19 मार्च, 2014

**का.आ. 1096.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आई ओ सी एल (असम आयल डिवीज़न) डिगबोई के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, गुवाहाटी के पंचाट (संदर्भ संख्या 21/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-3-2014 को प्राप्त हुआ था।

[सं. एल-30011/69/2012-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 19th March, 2014

**S.O. 1096.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 21/2013) of the Central Government Industrial Tribunal-cum-Labour Court Guwahati now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of IOCL (Assam Oil Division) Digboi and their workman, which was received by the Central Government on 10-3-2014.

[No. L-30011/69/2012-IR (M)]

JOHAN TOPNO, Under Secy.



**ANNEXURE****IN THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT  
GUWAHATI, ASSAM**

**Present :** Sri L.C. Dey, M.A., LL.B., Presiding Officer,  
CGIT-cum-Labour Court, Guwahati.

**Ref. Case No. 21 of 2013.**

In the matter of an Industrial Dispute between :-

Sri Dhrubajyoti Borborah represented by The President,  
AOC Labour Union, Digboi.

**Vrs**

The Management of IOCL (Assam Oil Division) Digboi.

**APPEARANCES :**

For the Workman . : Smt. A. Bhattacharjya, Advocate.  
Mr. P. Kalita, Advocate.

For the Management : Mr. S.N. Choudhury,  
Sr. Advocate.  
Mr. A. Jahid, Advocate,  
Mr. A. Sarma, Advocate

Date of Award: 23.09.13.

**AWARD**

1. This Reference is arising out of an Industrial Dispute existing between the employer in relation to the Management of IOCL (Assam Oil Division), Digboi and their workman, which was referred by the Ministry of Labour & Employment, New Delhi vide their Order No. L- 30011/69/2012-IR(M) dated 01.02.2013 in respect of the matter specified in the Schedule mentioned below.

**SCHEDULE**

"Whether the action of the management of IOCL (Assam Oil Division), Digboi, in dismissing the services of Shri Dhrubajyoti Borborah w.e.f. 30.6.2011, is legal and justified? What relief the workman is entitled to?"

2. On receipt of the reference notices were served upon both the parties. Accordingly they appeared and prayed for adjournment for filing W.S./claim statement. The workman was represented by their General Secretary, Assam Oil Division Labour Union, Digboi, who prayed for adjournment for filing claim statement. The Management also appeared through their learned Advocate and prayed for adjournment for allowing them to submit their W.S.

after filing of the claim statement by the workman. In the mean time Mr. T. Hazarika, President, AOC Labour Union, Digboi appeared and submitted petition written by the workman stating that he has been engaged in some other establishment, so he is not interested to proceed with the Reference and requested to withdraw the proceeding. Thereafter the workman was directed to appear before this Tribunal personally and to prove the content of the petition.

3. The workman Sri Dhrubajyoti Borborah appeared and submitted another petition with prayer for allowing him to withdraw the proceeding. Accordingly the workman was examined and discharged.

4. I have perused the petition submitted by the workman along with his statement made on oath before this Tribunal. I have also heard the workman and the learned Advocate for the Management.

5. The workman in his petition categorically mentioned that he is not interested in the case as he has been engaged in suitable post in some other establishment and he has also informed the Union not to proceed with the case. In his statement the workman mentioned that he has been working as Sales and Distribution Operator at LPG Filling Plant, Chekmai in the State of Manipur with effect from 1.12.2006 till 30.6.2011. For some unknown reason he was discharged from his service by the Management of IOCL, Assam Oil Division, Digboi on 30.6.2011 and hence, he raised this dispute. After loss of his job, for earning of his livelihood the workman has started Tea Plantation and now he is self sufficient and he is interested to continue his present occupation. As such, the workman expressed that he is not willing to proceed with this Reference for which he submitted petition through Mr. T. Hazarika, Union President with prayer for withdrawal of the proceeding. He has also prayed for allowing him to withdraw the proceeding without any cost as he is very poor man and he is not in a position to proceed with the case. The workman has proved his petition marked as Exhibit-1 wherein Exhibit-1(1) is his signature.

6. From the above discussion it appears that the workman is not at all interested to proceed with this Reference and prayed for withdrawing the proceeding. The Management also raised no objection to the prayer for withdrawal of the Reference.

7. In view of the above circumstances, for the ends of justice, the prayer is allowed. Accordingly, the workman is allowed to withdraw the dispute without any cost.

Send the Award to the Ministry as per procedure.

Given under my hand and seal of this Court on this 23rd day of September, 2013, at Guwahati.

L.C. DEY, Presiding Officer

नई दिल्ली, 19 मार्च, 2014

**का.आ. 1097.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार तमिलनाडु मिनरल्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 93/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-3-2014 को प्राप्त हुआ था।

[सं. एल-29011/57/2005-आई आर (एम),  
सं. एल-29011/67/2005-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 19th March, 2014

**S.O. 1097.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 93/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Tamil Nadu Minerals Limited and their workman, which was received by the Central Government on 10-3-2014.

[No. L-29011/57/2005-IR (M),  
No. L-29011/67/2005-IR (M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Friday, the 3rd January, 2014

**Present :** K. P. PRASANNA KUMARI, Presiding Officer

#### Industrial Dispute No. 93/2009

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Tamilnadu Minerals Ltd. and their workman)

#### BETWEEN

The Secretary  
Tamilnadu Kanima Niruvana Uzhiyar Sangam  
V.P. Chindan Ninaivagam  
Office Rajaganapathy Nagar  
Mettur Dam-1  
...1st Party/Petitioner Union

#### AND

The Chairman-cum-Managing Director  
Tamilnadu Minerals Ltd.  
Kamarajar Salai  
Chepauk  
Chennai-5  
....2nd Party/Respondent

#### Appearance :

For the 1st Party/ : M/s V. Ajoy Khose,  
Petitioner Union S. Manoharan, Advocates

For the 2nd Party/ : Mr. S. Sekar, T. R. Sathiyar  
Respondent Mohan, Advocates

#### AWARD

The Central Government, Ministry of Labour & Employment, vide its Order No. L-29011/57/2005-IR(M) & L-29011/67/2005-IR(M) dated 28.10.2009 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the action of the management of Tamilnadu Minerals Ltd. in not extending the VRS benefits/Ex-gratia to the workmen working in quarries who retired/retires under VRS after 30.07.2002 as provided under G.O. 158 dated 13.05.2002 and also reducing the minimum guaranteed ex-gratia amount from 1.5 lakhs to 1 lakh is just and legal? What relief the workers concerned are entitled to and from which date?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 93/2009 and issued notice to both sides. Both sides have entered appearance through their respective counsel and filed their Claim and Counter Statement respectively.

3. The averments in the Claim Statement filed by the petitioner in brief are these :

The Petitioner is a Trade Union under the Trade Unions Act and is espousing the cause of workmen employed by the Respondent. The Respondent had introduced and implemented VRS Scheme to the staff and workmen as determined by the Government of Tamil Nadu by various Govt. orders issued from time to time. By order dated 30.06.1991 employees in the Public Sector Undertakings who have completed 40 years of age or 15 years of service are eligible to opt for Voluntary Retirement Scheme (VRS). On representation by the Respondent the Government made relaxation in the scheme by order dated 19.05.1998. The Respondent, instead of sending workmen who came forward only to go on VRS compelled a large number of workmen to go on VRS by threatening them. On 13.05.2002, the Govt. of Tamil Nadu issued a new order regarding VRS for all Public Sector Undertakings owned by the Govt. of Tamil Nadu. The Respondent allowed Clerical

and other staff working in their office to opt for Voluntary Retirement on the basis of the order dated 13.05.2002 and extended the ex-gratia benefits provided in the Government order to them. Govt. order dated 13.05.2002 does not distinguish between staff and workmen. In spite of that, the Respondent was asking the workmen to opt for VRS on the basis of the order dated 13.06.1991 and the circular of June 1998. The action of the Respondent in not extending the benefits of the Government dated 13.05.2002 to the workmen is illegal and unjust. The Central Union of Petitioner had written to the Respondent requesting them to extend the benefits covered by the order of 13.05.2002 to the workmen also. In view of this, the petitioner had raised the Industrial Dispute. Since the Conciliation Officer could not settle the matter, he had submitted failure report. Since the issue was not referred for adjudication the petitioner had filed a Writ Petition and this was allowed. It was accordingly the matter was being referred to this Court. An order may be passed holding that the action of the Respondent in not extending VRS benefits to the workmen working in quarries who retired or retires after 30.07.2002 and reducing the ex-gratia amount from Rs. 1.50 lakhs to Rs. 1.00 lakh is unjustified and illegal and directing the Respondent to extend the benefit to all the workers who retired or retires after 30.07.2002.

4. The Respondent has filed Counter Statement contending as follows.

The Govt. order dated 19.05.1998 regarding VRS is exclusively for the workers of the Respondent. This was implemented as per the guidelines therein. No voluntary retirement scheme was available for the Staff and Officers of the Respondent till 13.05.2002. It is incorrect to state that the Respondent had forced the workmen to opt for VRS. The Govt. had subsequently issued orders revising the VRS benefits at the enhanced rate in respect of all the employees of Public Sector Undertakings who are drawing scales of pay as per the Govt. order dated 13.05.2002. The Respondent had implemented the above Govt. order in respect of its Officers and Staff who are drawing pay at the scale referred to in the order. Since the benefits as per order of 13.05.2002 were more than as per the Govt. order dated 19.05.1998, representation was made to the Govt. for permission to extend the benefit of the order dated 13.05.2002 to the workers also. The Govt. had issued orders stating that the minimum guaranteed ex-gratia payment of Rs. 1.50 lakhs is in respect of the Staff and Officers drawing pay of the scale of Rs. 2550/- and above only and that workers are not covered by Govt. order dated 13.05.2002. In order to help the workers, the Respondent had made a proposal to the Govt. and the Govt. had issued an amendment order on 22.04.2004 revising the ex-gratia amounts which was implemented in respect of workers w.e.f. 22.04.2004 substituting the norms by order dated 19.05.1998. The Respondent had again requested the Govt.

to revise and raise the minimum guaranteed amount to Rs. 1.50 lakhs against Rs. 1.00 lakh and also give effect to the amendment w.e.f. 13.05.2002. The Govt. had issued orders on 17.09.2004 stating that minimum guaranteed ex-gratia of Rs. 1.50 lakhs is payable to the category of employees who are staff and officers of public undertakings who are drawing pay in the scale of Rs. 2550-3200 and above and that the workers category are not covered by the said Govt. order. In the above circumstances, the petitioner is not entitled to any relief.

5. The evidence in the case consists of documents marked as Exs.W1 to Ex.W16 on the side of the petitioner and Ex. M 1 to Ex. M5 on the side of the Respondent. No oral evidence was tendered by either side.

6. The points for consideration are:

(i) Whether the workmen working in the quarries of the Respondent who retired or retires after 30.07.2002 are entitled to the VRS benefit and ex-gratia amount as provided by GO No. 158 dated 13.05.2002?

(ii) What is the relief to which the workers are entitled ?

#### **The Points**

7. The Petitioner is a Trade Union, espousing the cause of workers working in the quarries of the Respondent. The Tamil Nadu Govt. had introduced VRS Scheme by order dated 13.06.1991 and this was made applicable to the workers working under the Respondent. Several of the workers had opted for VRS and had obtained the benefits as provided under Order dated 13.06.1991. Subsequently, relaxation was made in the VRS by order dated 19.05.1998. By this relaxation the workmen were able to go on voluntary retirement without reference to their age or service and benefits were payable to workmen on the basis of the VRS.

8. The Govt. had issued another order on 30.07.2002 regarding voluntary retirement. As per the circular dated 30.07.2002 issued in connection with the Govt. order dated 13.05.2002 two months wages for every completed year of service or one month's wages for every year of remaining service or Rs. 4.20 lakhs if the salary is Rs. 10,000 or above is payable. In case of those drawing salary between Rs. 6,500 and 10,000 the amount payable is Rs. 2.75 lakhs and for those having salary between Rs. 2,500 and 6500 the amount payable is Rs. 2.00 lakhs. The benefit that is available on the basis of the Govt. order dated 13.05.2002 and the circular dated 30.07.2002 seems to be more when compared with earlier govt. order dated 13.06.1991 regarding voluntary retirement scheme. The grievance of the petitioner is that the Respondent who had allowed the Clerical and other Staffs working in its office to go on voluntary retirement on the basis of the order dated 13.05.2002 and the circular dated 30.07.2002 had refused to extend the, benefits of

these orders to its workers. According to the counsel for the petitioner, the Govt. order dated 13.05.2002 does not distinguish between the workers and the clerical and other staff working under the Respondent. According to the counsel the Respondent should have extended the benefit under the 2002 scheme to the workers also in which case they would have obtained more amount towards ex-gratia payment. It is argued by the counsel that the Respondent had discriminated the workers by refusing to extend the benefit of the scheme to them.

9. The contention of the Respondent is that the benefit of Govt. order dated 13.05.2002 and the circular in connection with this are available only to the Clerical and other staff of the Respondent and not to the workers. According to the Respondent though VRS was implemented in respect of the workers by order dated 13.06.1991 no such scheme was available for Clerical and other staff until dated 30.07.2002 on which date they were also brought under VRS.

10. A perusal of the documents on either side would show that the claim that is made on behalf of the workers is without basis. All the concerned Govt. orders are produced and are available for perusal. Ex.W1 is the first Govt. order by which VRS was introduced by the Govt. By Ex.W2 some amendment was made to Ex.W1 order and the benefit available was enhanced. The only question that is to be considered is whether the Govt. order dated 13.05.2002 and connected circular are applicable to the workers also. The order is marked as Ex.W5. In this order it is stated that committee on public enterprise had suggested suitable modification in the existing VRS for the employees of State Public Undertakings in the light of revised VRS announced for employees of Central Public Sector Undertakings. By the order, the State Public Sector Undertakings are classified into two and the employees coming under class (a) are classified into three and ex-gratia amount payable to the employees of each class is fixed. However, in justification of the claim made by the petitioner it is to be pointed out that Ex.W5 order refers to all the previous orders in respect of VRS and states that it is in partial modification of previous orders that the order is being issued. However, from the subsequent orders and clarifications issued by the Govt. it is clear that the beneficiaries of Ex.W5 order are only clerical and other staff and that the workmen are not covered by the said order. In fact, Ex.M1, the Govt. order dated 19.05.1998 specifies that the order of 1991 regarding voluntary retirement scheme is in respect of workmen only. Ex. M 1 is an order of relaxation of the terms for voluntary retirement. Ex.M5 is the letter from the Secretary to the Govt. in reply to the request for fixing minimum guaranteed amount of Rs. 1.50 lakhs to the workers who opt for voluntary retirement scheme also. It is explained in this that the minimum guaranteed amount of ex-gratia as per Ex.W5 order is for the category of employees of public

sector undertakings i.e. staff and officers drawing pay in scale of Rs. 2550-3200 and above only and that the workers category are not covered by the said Govt. order. It is further stated in this that the minimum guaranteed amount of Rs. 1.00 lakh made available for workers of the Respondent has been made applicable to all the workers category in public sector undertakings/cooperatives also and that this is the general stand adopted by the Govt. for all the workers who are sent on VRS and so the request cannot be complied with. When the very scheme of 2002 is not made applicable to the workers category it is idle for the petitioner to contend that the benefits under the scheme should have been extended to the workers also. I find that the claim put forth by the petitioner on behalf of the workers under the Respondent is without basis. The petitioner is not entitled to any relief.

11. The reference is answered against the petitioner.

(Dictated to the PA, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 3rd January, 2014).

K. P. PRASANNA KUMARI, Presiding Officer

#### Witnesses Examined:

For the 1st Party/Petitioner Union : WW1, Sri K. Vijayan

For the 2nd Party/Management : None

#### Documents Marked :

##### On the petitioner's side

Ex.No.	Date	Description
Ex.W1	13.06.1991	G.O. (D) No. 29
Ex.W2	07.03.1995	G.O. Ms. No. 165
Ex.W3	19.05.2008	G.O. 64 Industrial department of Tamilnadu Government
Ex.W4	6/1998	Circular issued by TAMIN based on G. O. 64
Ex.W5	13.05.2002	G.O. 158 Finance Department of Tamilnadu Government enhancing ex-gratia under VRS
Ex.W6	30.07.2002	Office Order of Tamil Nadu giving VRS with enhanced ex-gratia to clerical cadre
Ex.W7	01.10.2002	Representation of 1st Party to extend the benefits of G.O. 158 to workmen also.
Ex.W8	11.05.2004	Circular to TAMIN extending the benefits of G.O. 158 to workmen, but with reduced minimum guaranteed amount



Ex.W9	02.08.2004	Dispute raised by 1 st Party questioning the circular dated 11.05.2004 restricting the benefits of VRS to workmen
Ex.W10	03.12.2004	Reply filed by TAMIN in the conciliation
Ex.W11	-	Rejoinder of the 1 st Party to the reply
Ex.W12	08.02.2005	Reply to rejoinder by TAMIN
Ex.W13	16.02.2006	Government declined to refer the dispute
Ex.W14	23.02.2006	
Ex.W15	13.07.2007	1st Party represented to the Government with request to refer the dispute for adjudication
Ex.W16	07.08.2009	Order in WP No. 37484/2007

#### On the Management's side

Ex.No.	Date	Description
Ex.M1	19.05.1998	GO. No. (3D) No. 64
Ex.M2	12.06.1998	Notice No. 17629/IR 1/97
Ex.M3	22.04.2009	Government letter No. 14420/MME.1/2003-3
Ex.M4	11.05.2004	Circular No. 22219/IR1/03
Ex.M5	17.09.2004	Government letter No. 16126/MME1/2004-2

नई दिल्ली, 19 मार्च, 2014

**का.आ. 1098.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टील अथॉरिटी ऑफ इंडिया लिमिटेड, इलाहाबाद के प्रबंधन के संबंध में और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 56/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-3-2014 को प्राप्त हुआ था।

[सं. एल-29011/11/2012-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 19th March, 2014

**S.O. 1098.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 56/2012) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to

the management of Steel Authority of India Limited, Allahabad and their workman, which was received by the Central Government on 17-3-2014.

[No. L-29011/11/2012-IR (M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### BEFORE SRI RAMPARKASH, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

#### Industrial Dispute No. 56 of 12

#### Between

The General Secretary,  
Steel Authority Stock Yard Mazdoor Sangh,  
26/2, I.T.I. Colony, Sandawam Naini,  
Allahabad.

#### And

The Branch Manager,  
Steel Authority of India Limited,  
Sales Branch Office,  
22-A, Mayo Road,  
Allahabad.

#### AWARD

1. Central Government, Mol,' New Delhi, vide notification no. L- 29011/11/12- IR(M) dated 28.06.12, has referred the dispute for adjudication to this tribunal.

2. Whether the action of the management of Steel Authority of India Limited regarding non-payment of dues of additional welfare and safety allowance is legal and justified? What relief the concerned workmen are entitled to?

3. In the instant case after receipt of reference order from the Ministry, repeated notices under registered post have been issued to the Union raising the dispute, but none appeared in the case from their side nor they filed any claim statement. On the other hand opposite party appeared and filed letter of authority.

4. Therefore, from the conduct of the Union it is crystal clear that they are not interested in prosecuting with the case, therefore, reference is bound to be decided against them for want of pleadings and proof.

5. Therefore, reference is decided in the above terms against the Union holding that the union is not entitled for any relief pursuant present reference.

6. Reference is answered accordingly.

Dt. 18-03-13

RAM PARKASH, Presiding Officer

नई दिल्ली, 19 मार्च, 2014

**का.आ. 1099.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भिलाई स्टील प्लांट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 01/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-3-2014 को प्राप्त हुआ था।

[ सं. एल-29011/46/99-आई आर (एम) ]

जोहन तोपनो, अवर सचिव

New Delhi, the 19th March, 2014

**S.O. 1099.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 01/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bhilai Steel Plant and their workman, which was received by the Central Government on 10-3-2014.

[No. L-29011/46/99-IR (M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/1/2000

**PRESIDING OFFICER : SHRI R. B. PATLE**

The Secretary,  
Samyukta Khadan Mazdoor Sangh,  
Rajhara Mines,  
PO Dalli Rajhara,  
Durg (MP)

.....Workman/Union

Versus

General Manager (Mines),  
Bhilai Steel Plant,  
Bhilai (CG)

Dy. General Manager (IOC),  
Rajhara Mines of BSP,  
PO Dalli Rajhara,  
Durg (CG)

.... Management

#### AWARD

(passed on this 12th day of February 2014)

As per letter dated 14-12-99 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under

Section -10 of I.D. Act, 1947 as per Notification No.L-29011/46/99-IR(M) dated 14-12-99. The dispute under reference relates to:

“Whether the demand of Samyukta Khadan Mazdoor Sangh Union for departmentalization of 13 casual drivers as per list annexed and providing benefits to them retrospectively from the date when the benefits were allowed to the DPR w.e.f. 31-5-96 is justified? If so to what relief the workmen are entitled?”

2. After receiving reference, notices were issued to the parties. Samyukta Khadan Mazdoor Sangh Union filed Statement of claim at Page 3/1 to 3/6. The case of Union is that Bhilai Steel Plant is public undertaking and Government company. It has several Iron Ore Manual Mines at Dalli Rajhara Mahamaya. Those mines are known as Iron Ore Manual Mines. Since inception operation in all those mines were carried by contractor. In 1972, after great agitations by Union for regularization, employment of contract workers settlement was arrived. That workman will be departmentalized and they will be called departmental piece rated mazdoor. Remaining contractual workers would like to for Labour Cooperative society may join such society. Workman who would continue to like to work with contractor will be permitted to work under different contractors. That 13 Labour Cooperative societies were formed. Those societies were awarded contract of raising and sizing of Iron Ore in the Iron Ore Manual Mines. Contracts were also awarded to few contractors for raising and transportation of Iron Ore from Manual Mines. That it was the job of permanent nature. If supply was not made through contract labours, Bhilai Steel Plant would have starved and the production would have been adversely affected. That Bhilai Steel Plant achieved its rated capacity but undertook further expansion of the Steel Plant from one Million tonne to 2.5 million tonne, then to 4 million tonne. It is further submitted that the raising, staking, transportation of Iron Ore are work of perennial nature. The labour cooperative society and contractor are carrying such work since more than 3 decades. The management of Bhilai Steel Plant treated them at par with DPR in matters of wages, benefits. The settlement was arrived on 14-11-95 before the ALC, Raipur. Several workmen belonging to different societies were departmentalized. However those 13 workers, very senior drivers were not departmentalized. That those workers were allotted Personal Number, CPF Number. They were also subjected to medical examination and found fit, they were left from departmentalization. On such ground, all 13 drivers working with the contractors are praying for their departmentalization. The names of those 13 employees are shown in the list received alongwith order of reference.

3. In and party filed Written Statement at Page 7/1 to 7/4. Material contentions of Union are denied. Management

denied that from inception in mining manual mines are carried out through contractors. That some of the jobs are attributed through contractor. The Union raised dispute for departmentalization of contractual workmen. Management entered in settlement to take contractual workmen in terms of settlement. IInd party did not dispute that in 1972, several cooperative societies were formed and large number of workers joined such cooperative society and some of them continued to work under different contractors. It is denied that labour cooperative societies and contractor if not executed job, Bhilai Steel Plant would have suffered. The signing of settlement dated 14-11-95 is not disputed. However IInd party submits that it was agreed that society and contract labour who were below age of 50 years as on 1-11-95 found medically fit would be departmentalized. That both society and contract labour who were above the age of 50 years as on 1-11-95 would not be departmentalized, they were allowed to work with cooperative societies. That the workmen were engaged as casual labour with contractors. They cannot claim regular society worker. It is denied that workmen were granted CPF number. It is denied that any assurance was given to the workman for departmentalizing their services. That in view of Section 55(2) of Societies Act, the dispute under I.D.Act is not tenable.

4. Workman/Union filed rejoinder at Page 10/1 to 10/4 reiterating its contentions in Statement of claim.

5. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below :

(i) Whether the demand of Samyukta Khadan Mazdoor Sangh Union for departmentalization of 13 casual drivers as per list annexed and providing benefits to them retrospectively from the date when the benefits were allowed to the DPR w.e.f. 31-5-96 is iustified ?	Partly in Affirmative
(ii) If not, what relief the workman is entitled to?"	As per final order.

### REASONS

6. Union has raised dispute relating to his departmentalization to 13 employees shown in the list working with transport contractors as Drivers. The settlement dated 14-11-95 is not disputed by IInd party for departmentalization of contract labours. Workman Deenuram filed affidavit of his evidence. He says that he alongwith other drivers were working as drivers with J.K.Contractors in Mahamaya Mines from 1984. He has

stated his Personal No. is 88206. In 1996 he alongwith other drivers claimed regularization, medical examination was carried on 25-11-96 but they were not regularized. That Maniklal, Purushottam, Narayan, Girwar, Main Bahadur and Kushanlal were appointed as regular driver. He himself, Chhanulal, Dholuram, Soman, Abdul Khan, Chandrashekhar, Kunturam and Radhelal were not regularized. Shri Baluram and Rarnnath lad left service. In his cross-examination, workman says that all those 13 workers were working at same point of time with the societies. He claims ignorance about the settlement of 1995. He admits that as per settlement of 1995, those workmen who are not above 50 years were to be departmentalized. That he was not departmentalized. That he is still working with the contractor. 13 persons who were working with J. K. Transport continue to work with J.K. Transports, their wages are paid by contractor .

7. Witness No. 2 Chhanulal in his evidence says that he alongwith 12 other workmen were working as driver. They were called for interview. Medical examination was conducted but they were not departmentalized. In his cross-examination he says that Maniklal is appointed in Bhilai Steel Plant one year before. That they got employment through contractor of Bhilai Steel Plant. Appointment Letter in writing was not given to him. President Union Mr. Chakravorty had given him appointment by oral order. He admits that list of 188 workers was prepared for departmentalization. They were interviewed, medical examination was conducted. The copy of settlement is produced at Exhibit M-I.

8. The witness of the management Shri C.K.Bajpai in his affidavit of evidence says that 13 casual drivers are not senior. They are not entitled to departmentalization as per settlement dated 14-11-95. The settlement is applicable only to workers below the age of 50 years found medically fit. In his cross-examination, management's witness says that 13 casual drivers were not employee of IInd party. He did not recollect names of society or contractor under whom those employees were working. He was also unable to tell when those workmen were employed. That those 13 workmen were not engaged by IInd party neither they were employees of the contractor. The evidence of both witnesses of Union that all 13 workers were working with J.K.Transport. I find no reason to disbelieve them. The question of seniority is not material while dealing with the claim for departmentalization. The settlement M-1 which has been admitted provides that the main feature of selection criteria that persons to be departmentalized should be below 50 years of age as on 1-11-95 subject to the medical examination. The Bhilai Steel Plant management at appropriate time invite application which are registered in Form B Register. Such option once made will not be allowed to be changed. Therefore the benefit of said settlement cannot be restricted to only 188 employees.

The evidence on record is cogent that those 13 employees were working with J. K. Transport contractor in Mahamaya Mines and they cannot be denied benefit of settlement dated 14-11-95 (Exhibit M-I). Some of the employees have left service, some of the employees are already appointed in Bhilai Steel Plant. Therefore I record my finding in Point No. 1 in partly Affirmative.

9. In the result, award is passed as under:-

(1) Demand of Union for departmentalization of 13 drivers shown in the list is proper in respect of the employees who are still working with the contractor.

(2) IInd party is directed to give benefit of settlement dated 14-11-95 examining their age on 14-11-95 and conducting medical examination. The benefit of settlement be given to the employees found eligible within the period of two months.

R. B. PATLE, Presiding Officer

नई दिल्ली, 19 मार्च, 2014

**का.आ. 1100.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नंदिनी माइंस भिलाई स्टील प्लांट के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 165/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-3-2014 को प्राप्त हुआ था।

[सं. एल-29011/58/98-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 19th March, 2014

**S.O. 1100.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 165/99) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Nandini Mines, Bhilai Steel Plant and their workman, which was received by the Central Government on 10-3-2014.

[No. L-29011/58/98-IR (M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/165/99

PRESIDING OFFICER: SHRIR. B. PATLE

The President,  
Khadan Shramik Sabha,

Nandini Mines,  
PO Nandini Mines,  
Durg (MP).

...Workman/Union

Versus

Mines Manager,  
Nandini Mines, Bhilai Steel Plant,  
PO Nandini Mines,  
Durg (MP)

...Management

#### AWARD

(Passed on this 12th day of February, 2014 )

1. As per letter dated 20-4-99 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section 10 of I.D. Act, 1947 as per Notification No.L-29011/58/98/IR(M) . The dispute under reference relates to:

“Whether the action of the management of Nandini Mines of Bhilai Steel Plant in deducting penal rent from the salaries of S/Shri Taj Mohammad, Sudha Ram, Gauriah, Prem Singh, Duklaha, Lakhan Lal and Dev Lal on the allegation of subletting company's quarter without following the procedure of standing order is legal and justified? If not, to what relief the workmen concerned are entitled?”

2. After receiving reference, notices were issued to the parties. On behalf of workman, statement of claim is submitted by Union at Page 4/1 to 4/3. Case of Ist party workman is that penal rent is deducted from salary of employees of the quarter allotted to Bank. S/Shri Taj Mohammad, Sudha Ram, Gauriah, Prem Singh, Duklaha, Lakhan Lal and Dev Lal workmen submitted that the quarters were allotted by company of different categories. Workmen were in possession of the said quarters since long. Abruptly notice were issued to the workmen alleging subletting of the quarters. As a consequence concerned workmen were also directed that penal rent would be charged at Rs. 4000 per month from 7-10-97. The notice was issued on 13-10-97 for deduction of penal rent. That no opportunity was given to the workmen. Merely a notice was given to the concerned workmen accusing them that they have been subletting quarters. Before passing orders of eviction or charging of penal rent from the concerned workmen, no opportunity of hearing of any nature has been given. That recovery of penal rent is initiated without giving opportunity of hearing. It is arbitrary and illegal.

3. That service conditions of the workman are covered by standing orders for the mines. As per the standing order, the unauthorized subletting amounts to major misconduct. Procedure is prescribed for holding Departmental Enquiry. Such procedure was not followed by the management. The recovery of penal rent is affected. Ist party prays for refund of amount recovered from the workman with 18 % interest.



4. IInd party filed Written Statement at Page 8/1 to 8/3. IInd party denies the material contentions of Union/workmen. The allotment of quarter is not disputed. There was specific order that one would not sublet the accommodation to anybody without prior permission of the State Manager. The undertaking of concerned workman was also submitted. The breach of the undertaking contemplates cancellation of allotment order, Debar from future allotments, Liability of penal rents, departmental disciplinary actions, legal action- Evictions as per law. The concerned workmen have committed breach of rules regarding house allotment. Penal rent has been charged and recovered from their salary is legal. IInd party denies that applicant workmen was not given notice of the recovery. The notices were issued to the workmen for removing unauthorized occupants. The concerned workmen were also intimated recovery of penal rent from salary. The recovery is legal following prescribed procedure under standing orders of mine that issuing charge sheet and holding enquiry doesnot arise. For imposing punishment by way of Disciplinary action and recovery of penal rent are separate issues. One cannot be linked with another. On such grounds, IInd party prays for rejection of claim.

5. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

“(i) Whether the action of the management of Nandini Mines of Bhilai Steel Plant in deducting penal rent from the salaries of S/Shri Taj Mohammad, Sudha Ram, Gauriah, Prem Singh, Duklaha, Lakhan Lal and Dev Lal on the allegation of subletting company's quarter without following the procedure of standing order is legal and justified?”	In Affirmative
(ii) If not, what relief the workman is entitled to?”	Workmen are not entitled to relief claimed by them.

#### REASONS

6. Though legality of the recovery of penal rent is challenged by workman through Union alleging hearing. Recovery was enforced without giving opportunity of hearing. No evidence is adduced by workman/Union. Evidence of Ist party is closed on 16-9-09.

7. Management filed affidavit of evidence of Mahadeo covering most of the contentions of IInd party about workman subletting the quarters, penal rent was

recovered. As per norms fixed by the management regarding plinth area, type of quarter, the witness of management was not cross-examined. I find no reason to disbelieve his evidence. Workman not participated in the reference proceeding, not adduced any evidence in support of their claim. Evidence of management's witness remained unchallenged. Therefore I record my finding on Point No.1 in Affirmative.

8. In the result, award is passed as under:-

(1) Action of the management of Nandini Mines of Bhilai Steel Plant in deducting penal rent from the salaries of S/Shri Taj Mohammad, Sudha Ram, Gauriah, Prem Singh, Duklaha, Lakhan Lal and Dev Lal on the allegation of subletting company's quarter without following the procedure of standing order is legal.

(2) Workmen are not entitled for refund of amount.

R. B. PATLE, Presiding Officer

नई दिल्ली, 19 मार्च, 2014

**का.आ. 1101.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भिलाई स्टील प्लांट के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 153/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-3-2014 को प्राप्त हुआ था।

[सं. एल-29011/9/95-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 19th March, 2014

**S.O. 1101.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 153/95) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Bhilai Steel Plant and their workman, which was received by the Central Government on 10-3-2014.

[No. L-29011/9/95-IR (M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/153/95

PRESIDING OFFICER: SHRIR. B. PATLE

The Secretary,  
Sanyukta Khadan Mazdoor Sangh,

Post Dalli Rajhara,  
Distt. Durg (CG) ...Workman/Union

Versus

Managing Director,  
Bhilai Steel Plant,  
Bhilai,  
Distt. Durg (CG) ...Management

### AWARD

(Passed on this 13th day of February 2014)

1. As per letter dated 25-29/8/95 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-29011/9/95-IR(Misc.). The dispute under reference relates to:

"Whether the action of the management of Bhilai Steel Plant in relation to their Iron Ore Mines at Dallirajhara Distt Durg in not making payment of arrears of enhanced DA w.e.f. 1-1-92 to S/Shri Manik Lal and 13 others, drivers engaged by M/s. Mahamaya Shramik Sahakari Samiti Ltd. Adarsh Khadan Mazdoor Sahakari Samiti and Khadan Shramik Sahakari Samiti Ltd. at Mahamaya Mines is justified ? If not, to what relief the workmen are entitled to?"

2. After receiving reference, notices were issued to the parties. Ist party Union submitted Statement of Claim at Page 3/1 to 3/6. Case of Ist Party Union is that IInd party, Bhilai Steel Plant has captive Iron Ore Mines at Dalli Rajhara and Mahamaya in Tahsil Balod, Distt. Durg. Rajhara mines are mechanized mines, the Dalli mines are semi- mechanised and Mahamaya Mines are manually operated. That Iron Ore from Mahamaya Mines transported to Rajhara Dalli mechanised mine is done departmentally and through Labour Cooperative Society. Such Labour cooperative society are contractors of the Bhilai Steel Plant within the meaning of Contract Labour (R&A) Act, 1970. There are 3 labour cooperative societies, who are engaged in raising and transportation of Iron Ore from Mahamaya Mines to Rajhara and Dalli Mechanised Mines. The names of those societies are Mahamaya Shramik Sahakari Samiti Ltd., Adarsh Khadan Mazdoor Khadan Samiti Ltd., Khadan Shramnik Sahakari Samiti Ltd. Workman in Mahamaya Iron Ore Mines on the jobs of raising and transportation are members of labour cooperative societies. 13 drivers concerned with the dispute were working in Mahamaya Iron Ore Mines for transporting Iron ore from Mahamaya to Rajhara and Dalli Mines. The names of those 13 Drivers are shown with their dates of appointment, names of the societies employed them. In para-3 of the Statement of claim, workman submits that Union had demanded payment of DA at enhanced rates. The payment was not exceeded.

He names of drivers are recorded in Form B register. The Drivers were engaged for work of raising, loading, transportation by cooperative societies. Their wages are fixed by Bhilai Steel Plant in Agreement with the Union. The DA as per their demand was not paid. Ist party workman prays that direction be issued to Bhilai Steel Plant for payment of Rs. 9300/- for each of them and DA Rs. 337 per month from 1-6-95.

3. Preliminary objection was submitted that as proceeding under payment of wages act was filed by each workman, the reference is not tenable. Preliminary objection was rejected by my predecessor as per order dated 3-7-03 observing that the claim in present reference and proceedings under P.W.Act were different. Principles of resjudicata were not attracted.

4. Written Statement is filed at Page 12/1 to 12/7. IInd party submits that the workman employed by various contractors were awarded transport contract by management of IInd party. The terms and conditions of service including pay and allowance, other fringe benefits are paid by contractor. Their exists no relationship of employer- employee. The dispute is not tenable. The necessary parties are not included. That the Union was signatory with the list of 188 employees. After discussion, it was clearly stated that list of 188 employees was final. Union stopped from raising dispute to extend benefits to the workman. The claim for recovery of Rs. 9300 towards arrears and DA 337 from 1-6-95 is denied outright as the benefit was restricted to only 188 employees shown in the list. IInd party reiterates that contractor was liable for payment of wages and other benefits to those employees. Contractors are not impleaded as parties. IInd party is not liable for the claim.

5. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

<p>"(i) Whether the action of the management of Bhilai Steel Plant in relation to their Iron Ore Mines at Dallirajhara Distt Durg in not making payment of arrears of enhanced DA w.e.f. 1-1-92 to S/Shri Manik Lal and 13 others, drivers engaged by M/s. Mahamaya Shramik Sahakari Samiti Ltd. Adarsh Khadan Mazdoor Sahakari Samiti and Khadan Shramik Sahakari Samiti Ltd. at Mahamaya Mines is justified?"</p>	<p>In Affirmative</p>
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<p>(ii) If not, what relief the workman is entitled to?"</p>	<p>Relief prayed by workmen is rejected.</p>
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**REASONS**

6. The claim of Union is for recovery of Rs. 9300 for all 13 employees working as Driver and DA Rs. 337 per month from 1-6-95. There is no dispute that all those 13 employees have filed individual proceedings under Payment of Wages Act. Copies of those applications are produced. The reading of Para-6 and prayer clause of the application shows that recovery of Rs. 9300, arrears and DA Rs. 337 from 1-6-95 were sought to be recovered. However while passing order dated 3-7-03, my predecessor was impressed that claim in present reference and application under Section 15 of P.W. Act were different. The claims are identical in both the proceedings. Agreement dated 15-6-95 is produced at Exhibit W-1. Amount of Rs. 9300 was to be paid to contractors per workman in respect of raising and composite workers, loaders, Drivers, helpers and staff. engaged by them. The amount shall be paid on production of acquaintance roll. The copies of judgments in proceeding under Section 15 of the P. W. Act are produced. In para-4 of the judgment, it is clearly stated that as per order passed by the Court, amount of Rs. 9300 was already paid. Order was also passed for payment of DA Rs. 337 per month but said amount was not paid. The applications were rejected. Document Exhibit W-2 is agreement dated 25-2-2002. The terms of settlement deals with lump sum reimbursement of amount Rs. 13,500 on production of acquaintance roll. It doesnot relate to the claim of Ist party. In affidavit of evidence filed by Shri Chhanulal in para-1, he has stated that as per order passed by Labour Court, amount of Rs. 9300 for period 1-1-92 to 31-5-95 was paid. That claim for recovery of Rs. 337 from 1-6-95 was pending before Labour Court. In his cross-examination, Shri Chhanulal says that the different wages paid to the Drivers Rs. 5000, 5200, 7200, per month. All those employees were entitled for variable DA-Rs. 337. Thus the recovery of amount Rs. 9300 for each of 13 employees and DA Rs. 337 from 1-1-95 were subject matter. The proceeding under Section 15 of PW Act as per evidence in cross-examination of workman, the Labour Court had rejected their application. The appeal filed by them is pending. The applicants cannot adopt second round of litigation filing reference under Section -10 of I D. Act when they have already filed proceeding under Section 15 under P.W. Act. That proceeding was decided by authority under P.W. Act. The evidence of management's witness Sameer Kumar and C.K. Bajpai supported the contentions of management in Written Statement. Considering workman had already filed proceeding under Section 15 and amount Rs. 9300 was paid, their claim cannot be accepted. For above reasons, I record my finding in Point No. 1 in Negative.

7. In the result, award is passed as under.-

(1) The action of the management of Bhilai Steel Plant in relation to their Iron Ore Mines at Dallirajhara Distt Durg in not making payment of arrears of enhanced DA w.e.f. 1-1-92 to S/Shri Manik Lal and 13 others, drivers is legal.

(2) Relief prayed by workmen is rejected.

R. B. PATLE, Presiding Officer

नई दिल्ली, 19 मार्च, 2014

**का.आ. 1102.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भिलाई स्टील प्लांट के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 52/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-3-2014 को प्राप्त हुआ था।

[सं. एल-26011/4/2007-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 19th March, 2014

**S.O. 1102.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 52/2008) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Bhilai Steel Plant and their workman, which was received by the Central Government on 10-3-2014.

[No. L-26011/4/2007-IR (M)]

JOHAN TOPNO, Under Secy.

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
JABALPUR**

**No. CGIT/LC/R/52/08**

**PRESIDING OFFICER: SHRI R. B. PATLE**

Working President,  
Sanyukta Khadan Mazdoor Sangh (INTUC),  
Nandini,  
Distt. Durg (C.G)

...Workman/Union

**Versus**

Managing Director,  
Bhilai Steel Plant,  
Bhilai, Durg (C.G).

...Management

**AWARD**

(Passed on this 11th day of February, 2014)

1. As per letter dated 11-3-08 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D. Act, 1947 as per Notification No. L-26011/4/2007-IR(M). The dispute under reference relates to:

“Whether the demand of Sanyukta Khadan Mazdoor Sangh (AITUC), Nandini, Distt. Durg (CG) for upgradation of Smt. Anita Joseph, Nursing Sister, P.No. 155157, Nandini Mines of Bhilai Steel Plant from Grade S-5 to S-6 w.e.f. 31-3-2001 is justified? If so, to what relief Smt. Anita Joseph is entitled ?”

2. After receiving reference, notices were issued to the parties. Workman failed to submit Statement of Claim. She is proceeded exparte on 31-5-2011. IInd party filed Written Statement. IInd party submits that Smt. Anita Joseph was appointed as Nursing Sister S-5 from 13-1-97. As per prevailing rules working in medical department for upgradation, last 3 years confidential reports grading is considered. That Anita Joseph was eligible for upgradation to S-6 in 2001. She remained absent without intimation for 60 days during January to September 98. Because of her unauthorized absence, showcause notice was issued on 20-10-98. Representation was received from workman. Warning letter was issued to her on 28-11- 98. Workman was given Grade S-6 w.e.f. 31-3-03. Workman is not entitled to upgradation from 2001.

3. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the demand of Sanyukta Khadan Mazdoor Sangh (AITUC), Nandini.: Distt. Durg (CG) for upgradation of Smt. Anita Joseph, Nursing Sister, P. No. 155157, Nandini Mines of Bhilai Steel Plant from Grade S-5 to S-6 w.e.f. 31-3-2001 is justified ?

In Negative

(ii) If not, what relief the workman is entitled to?”

Workman is not entitled to Grade S-6 as claimed by her.

**REASONS**

4. Workman did not filed Statement of claim in support of her claim. She has not participated in the reference proceeding, no evidence is adduced on her behalf. In Written Statement filed by the management, it is pleaded that workman was absent from duty for 60 days without intimation. Affidavit of evidence of Shri R.K.Shrivastava is filed. said witness also says that for unauthorized absence, workman was issued showcause notice and warning dated 28-11-98 and grading of the workman was poor. Screening Committee had considered eligible of employees for higher grade. Workman was given Grade S-6 from 31-3-01. Evidence of management's witness remained unchallenged. I find no reason to disbelieve his evidence. From the evidence discussed above, workman is not entitled to Grade S-6 from 31-3-01. Therefore I record my finding in Point No.1 in Negative.

5. In the result, award is passed as under:-

(1) Demand of Union for upgradation of Smt. Anita Joseph, Nursing Sister, P.No. 155157, Nandini Mines of Bhilai Steel Plant from Grade S-5 to S-6 w.e.f. 31-3-2001 is not legal.

(2) Relief prayed by Union is rejected.

R. B. PATLE, Presiding Officer

नई दिल्ली, 19 मार्च, 2014

**का.आ. 1103.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रिलायंस लाइफ इन्श्युरन्स कंपनी लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोचीन के पंचाट (संदर्भ संख्या 13/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-3-2014 को प्राप्त हुआ था।

[ सं. एल-17012/6/2011-आई आर (एम) ]

जोहन तोपनो, अवर सचिव

New Delhi, the 19th March, 2014

**S.O. 1103.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 13/2012) of the Central Government Industrial Tribunal-cum-Labour Court, Cochin now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Reliance Life Insurance Company Limited and their workman, which was received by the Central Government on 10-3-2014.

[No. L-17012/6/2011-IR (M)]

JOHAN TOPNO, Under Secy.



**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
ERNAKULAM****Present:** Shri.D.SREEYALLABHAN, B.Sc., LL.B, Presiding  
Officer

(Tuesday the 31st day of December, 2013/10 th Pausa. 1935)

**I. D. 13/2012**

Workman : Shri Libinson P P  
Puthenpurackal,  
Thekkan Malippuram, Azhekkal PO  
Cochin - 682510  
By Ady. Shri Biju Balakrishnan

Managements : 1. M/s. Reliance Life Insurance Co. Ltd.  
Reliance House No.6  
6th Floor, Haddows Road,  
Nungambakka  
Chennai - 600006

2. The Regional Manager  
Reliance Life Insurance Co. Ltd.  
Regional Office,  
Kadavanthara,  
Cochin

This case coming up for final hearing on 19.12.2013  
und this Tribunal-cum-Labour Court on 31.12-2013 passed  
the following :

**AWARD**

In exercise of the powers conferred by clause (d) of  
sub-section (1) and sub-section (2A) of Section 10 of the  
Industrial Disputes Act, 1947 (14 of 1947), the Government  
of India, Ministry of Labour by its Order No-L-17012/6/  
2011-IR(M) dated 03.03.2012 referred this industrial dispute  
for adjudication to this tribunal .

The dispute is:

"Whether the action of the Management of Reliance  
Insurance Company Limited, in terminating the  
services of Shri Libinson P.P., Puthenpurackal, Sales  
Manager No.70074826 of Cochin Branch vide order  
dated 08.07.2010, is legal and justified? What relief  
Shrt Libinson P.P. is entitled to?"

1. After appearance workman filed claim statement  
alleging that he was appointed as Sales Manager/agency  
in the grade E-2 in the Cochin Island Branch of the Industry  
of the respondents on 02.05.2009, He was on probation for  
a period of six months and thereafter he was absorbed as a  
permanent employee. He was not assigned with any  
managerial duties. He was discharging the duties of an  
employee as defined in the Industrial Disputes Act, 1947.

He is a workman coming within the purview of Section 2(s)  
or the said Act. He was sincerely, discharging his duties  
with dedication and there was no instance of any  
disciplinary action against him throughout his tenure upto  
02.06.2010. On 09.06.2010 he had received a show-cause  
notice dated 03.06.2010 about incidents or cheque bounces,  
he had given a reply stating that there were only two  
incidents or cheque bounces of a total sum of ₹ 30,000  
and it was occurred from the side of the customers  
recommended through the advisers for the financial year  
2010-2011. It was happened due to the unexpected financial  
difficulties of the customers and not due to the willful  
negligence, laches, dereliction of duties or financial  
indiscipline of the workman. Afterwards he had received a  
letter dated 21.06.2010 from the first respondent directing  
him to produce the two customers to fix personal meeting  
with the Branch Manager. They were produced before the  
Branch Manager on 28.06.2010. But without considering  
his explanation and the subsequent production of the two  
customers his service was illegally terminated without  
following the procedure provided under the Industrial  
Disputes Act. Such a major penalty was imposed on him  
without conducting a proper enquiry and also in violation  
of the statutory procedure. No disciplinary action was  
taken against some other employees in the case of cheque  
bouncing. The issuance of the termination order is only  
with the mala fide intention to satisfy the Branch Manager  
who was not in good terms with the workman. His wife and  
three children, as well as his aged ailing mother are  
depending on his income for their livelihood. Even though  
he got several offers from other companies for employment  
he did not accept as he wanted to continue in the service  
of the respondents. After the receipt of the termination  
letter he has submitted a representation through his  
personal-etail ID along with the planation submitted by  
the above said two customers. As the service was illegally  
terminated by the respondents they are to be directed to  
reinstate him with full back wages.

4. In the joint written statement filed by the  
respondents it is mainly contended that he was engaged  
as a senior sales manager which is a managerial post and  
his duties include recruitment & training of insurance  
advisers and supervise their work and hence he is not a  
workman coming within the definition of the Industrial  
Disputes Act. He was also employed in a supervisory  
capacity and his wages was much above ₹ 6,500 and for  
that reason also he is not a workman under the Industrial  
Disputes Act. It is also contended that he had responded  
to the show-cause notice dated 03.06.2010 after the time  
limit fixed in the notice. He was given opportunity to bring  
the customers and explain the incidents of cheque  
bouncing. Even though sufficient opportunities were  
afforded to him for producing the customers the same were  
not utilized by him. The explanation offered by him was not  
factually correct. His service was not terminated with any

malafide intention. He was not retrenched and hence the claim is totally unsustainable.

5. Workman filed rejoinder refuting the contentions in the written statement and reaffirming the allegations in the claim statement.

6. After posting the case for evidence managements were continuously absenting without any representation and hence were set ex-parte. In order to prove his case workman was got examined as WW-1 and two witnesses were examined as WW-2 and 3. Exts.W-1 to W-19 were got marked. The points that arise for consideration are:-

1. Whether the workman comes within the definition of 'Workman' under Section 2(s) of the Industrial Disputes Act, 1947 ?

2. Whether his service with the management bank was illegally terminated in violation of the provisions contained in that Act ?

3. Whether the workman is entitled to any relief ?

**7. Point No. 1 :** It is mainly to be considered whether the workman will come within the purview of the definition under Section 2(s) of the Industrial Disputes Act, 1947 as the maintainability itself is challenged by the managements in the written statement by contending that he is not a workman as defined therein since he was employed in a managerial and supervisory capacity with the salary of more than ₹ 6,500 per mensem.

8. Workman joined as Sales Manager/agency in the grade E-2 in the management bank and the same is evidenced by the letter of appointment dated 02.05.2009 marked as Ext.W-1. For the purpose of considering whether he is a workman coming within the purview of Section 2(s) of the said Act it is convenient to quote the definition of workman Section 2(s) which reads as follows :

"workman' is defined as follows:

workman means any person (including an apprentice) employed in any industry to do any manual unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person-

(i) who is subject to the Air Force Act, 1950(45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or

(ii) who is employed in the police service or as an officer or other employee of a prison; or

(iii) who is employed mainly in a managerial or administrative capacity; or

(iv) who, being employed in a supervisory capacity, draws wages exceeding ten thousand rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.

9. Herein it is to be pointed out that in sub-clause(iv) ten thousand rupees was substituted for one thousand six hundred rupees w.e.f. 15.09.2010 by Act 24 of 2010.

10. As far as the workman in this case is concerned he was appointed as Sales Manager/agency in the grade E-2 on 02.05.2009. His designation as Sales Manager by itself is not sufficient for holding that he was engaged for discharging managerial duties. If he was employed mainly in managerial or administrative capacity he cannot be said to be a workman in view of the exclusion of such an employee as per clause (iii) of Section 2(s) of the said Act. Since his termination of service was prior to 15.09.2010 he cannot also be treated as a workman if he was employed in a supervisory capacity and his wages were exceeding ₹ 1,600 per mensem.

11. Firstly it is to be considered whether he was employed for discharging duties of managerial or administrative in nature. Clause 7 of Ext. W-1 specifies the duties and responsibilities to be discharged by him, Clause 7(i) is relevant and the same is extracted below:-

"Your duties are entirely supervisory/managerial in nature and the Company will expect you to work with a high standard of initiative, efficiency and economy and encourage and motivate people under you to achieve optimum output. You will perform, observe and confirm to such duties, directions and instructions assigned or communicated to you by the company and those in authority over you".

12. As per the letter of appointment he was employed for discharging the duties entirely supervisory/managerial and hence he is not a workman as defined under Section 2(s) of the Industrial Disputes Act. There was an attempt on his part to prove his claim that he is a workman under the said Act by making a plea that he was not discharging managerial duties to claim the benefit under the provisions of the Industrial Disputes Act. Such a plea cannot be accepted in view of the nature of the duties specified in Ext.W-1. Even if he was discharging other duties which were not managerial in nature then also it cannot be said that he was not employed for discharging managerial duties. As he has to discharge entirely the supervisory/managerial duties as a Sales Manager he will not come within the

purview or definition of workman under Section 2(s) of the Industrial Disputes Act.

13. Clause (iv) or Sub-section 2(s) of the said Act also disentitles him to claim to be a workman coming under Section 2(s) of the said Act. His gross annual pay is fixed to be ₹ 2,28,000 as per Clause 2 or Ext.W-1. Ext.W-11 pay slip for the month of March, 2010 will go to show that he was getting ₹ 19,378 as monthly salary. Ext.W-12 income tax projection details for the year 2009-10 shows that he was getting a total sum of ₹ 2, 5,818.94ps as his salary income. From the evidence adduced in this case it cannot in any way be held that he was not drawing wages less than ₹ 1,600 per mensem at the time of his termination on 08.07.2010. As he was discharging duties entirely supervisory/managerial in nature and was drawing a monthly salary or more than ₹ 1600 he is again excluded from the definition of workman as per Clause (iv) of Section 2(s) of the said Act. Hence based on the evidence adduced by the workman it can very well be held that he is not a workman coming within the definition of Section 2(s) of the Industrial Disputes Act to claim the benefits under the provisions of that Act.

14. **Point No. 2 :** As it has already been found that he is not a workman coming within the purview of the definition under Section 2(s) of the said Act, it cannot be said that the termination without recourse to the procedure provided under the provisions of the Industrial Disputes Act is illegal. The legality of the termination otherwise cannot be considered in this reference.

15. **Point No. 3 :** Since it has already been found that he is not a workman as per the provisions of the Industrial Disputes Act, he is not entitled to any relief.

16. In the result an award is passed holding that the workman is not one coming within the definition of 'Workman' under Section 2(s) of the Industrial Disputes Act and hence the legality and justifiability of the termination of his service cannot be considered in this reference.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 31st day of December, 2013.

D. SREEVALLABHAN, Presiding Officer

#### APPENDIX

##### Witnesses for the workman :

WW1	25.09.2013	Shri Libinson PP
WW2	25.09.2013	Shri Sajan S T
WW3	25.09.2013	Shri Padmakumar P

##### Witness for the managements

-NIL-

##### Exhibits for the workman

W-1	Copy of the Letter of appointment dated 02.05.2009 issued to the workman by the management
W-2	Show-Cause Notice dated 03.06.2010 issued by the management to the workman
W-3	Copy of the reply dated 09.06.2010 to the Show Cause Notice
W-4	Copy of letter dated 21.06.2010 addressed to the workman by the management
W-5	Letter dated 10.07.2010 addressed to the management by Shri Sajan S T
W-6	Letter dated 10.07.2010 from Shri Padmakumar P to the manager
W-7	Termination letter dated 08.07.2010 issued to the workman by the management
W-8	Copy of letter dated 17.07.2010 of the workman to the Labour Officer, Cochin-Kerala
W-9	Conciliation letter dated 25.08.2010 from the management to the Assistant Labour Commisniener, Cochin
W-10	Copy of the letter dated NIL by the workman to the management
W-11	Pay Slip of the workman for the month of 03/2010
W-12	Income Tax Projection details for the year 2009-10 of the workman
W-13	Copy of statement of Cheque issued policies & Cash payments
W-14	Certificate of Excellence for the month of August, 2009
W-15	Certificate of Excellence in "SM Champion Trophy Contest"
W-16	Certificate of Excellence in 'Navarathna Contest'
W-17	Certificate of Excellence in '9-11 Contest'
W-18	Certificate of appreciation on achieving ARF Target
W-19	Letter No.7/22/2010-DI dated 01.02.2011 issued by the ALC(C), Ernakulam to the workman

##### Exhibits for the Managements

-NIL-

नई दिल्ली, 19 मार्च, 2014

**का.आ. 1104.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लाइफ इन्शुरेन्स कारपोरेशन ऑफ इंडिया, कोलकाता के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ संख्या 29/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-3-2014 को प्राप्त हुआ था।

[सं. एल-17011/6/2009-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 19th March, 2014

**S.O. 1104.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 29/2010) of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Life Insurance Corporation of India, Kolkata and their workman, which was received by the Central Government on 10-3-2014.

[No. L-17011/6/2009-IR (M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

#### Reference No. 29 of 2010

**Parties :** Employers in relation to the management of  
L.I.C. of India

**and**

Their workmen

**Present :** Justice Dipak Saha Ray, Presiding Officer

#### Appearance:

On behalf of the : Mr. Ranjan Kumar Das, Asstt.  
Managment Secretary (P&IR) Eastern Zonal  
Office, Kolkata

On behalf of the : Mr. Sanjay Chakraborty, General  
Workmen Secretary of the union

State: West Bengal Industry : Insurance

Dated 3rd February, 2014

#### AWARD

By Order No. L-17011/6/2009-IR(M) dated 04-10-2010 the Government of India Ministry of Labour in exercise of its powers under Section 10(1) (d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

“ Whether the action of the management of Life Insurance Corporation of India, Zonal Office, Kolkata in depriving the fringe benefits like HRA, CCA, Leave facilities etc. and payment of monthly salary through cheque to 43 casual workmen at par with other groups of casual workmen those who are enjoying this benefit is justified ? What relief the concerned workmen are entitled to ?”

2. In course of hearing, one petition has been filed today by Mr. Sanjay Chakraborty, General Secretary of the union intimating that the dispute between the parties has been settled amicable and the demands of the workmen have already been fulfilled by the management. In such circumstances, the union does not want to proceed with the case further.

3. Considering the above facts and circumstances, it appears that the workmen have no grievance against the management and as such the workmen union does not want to proceed with the case further. So, it is evident that there is no industrial dispute between the parties.

4. In view of the above, the reference is disposed of by passing a “No Dispute Award”.

Kolkata

Dated : The 3rd February, 2014.

JUSTICE DIPAK SAHA RAY, Presiding Officer